

AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/ COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, OCTOBER 6, 2015 – 6:00 PM

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **www.nationalcityca.gov**.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

RON MORRISON Mayor

JERRY CANO Vice Mayor

ALBERT MENDIVIL
Councilmember

MONA RIOS Councilmember

ALEJANDRA SOTELO-SOLIS Councilmember

1243 National City Blvd. National City 619-336-4240

Meeting agendas and minutes available on web

WWW.NATIONALCITYCA.GOV

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audiófonos están disponibles en el pasillo al principio de la junta.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

1. Women in Transportation Society (WTS) San Diego Chapter 2015
Innovative Transportation Solutions Award: Alternative Modes and Active
Transportation National City Community Corridors Project - Jennifer
Koopman, Kimley-Horn and Associates. (Engineering/Public Works)

PRESENTATIONS

- Sweetwater Bikeway Plaza Bonita Road Segment Emilio Rodriguez, San Diego Association of Governments. (Engineering/Public Works) ** Companion Item #8 **
- 3. <u>San Diego County Regional Task Force on the Homeless Presentation of the 2015 We All Count Results. (Neighborhood Services)</u>
- 4. FBI Index Crimes, Mid-Year 2015 Statistics and Crime in the San Diego Region. (Police)
- 5. <u>Update on National City's War Memorial Renovation.</u> (City Manager)

INTERVIEWS / APPOINTMENTS

6. <u>Interviews and Appointments: Various Boards and Commissions. (City Clerk)</u>

CONSENT CALENDAR

 Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of September 15, 2015. (City Clerk)

- 8. Resolution of the City Council of the City of National City, 1) accepting the improvements completed for the Sweetwater Bikeway Plaza Bonita segment located on the westerly side of Plaza Bonita Road within the City of National City; and 2) authorizing the Mayor to execute a Memorandum of Understanding between San Diego Association of Governments (SANDAG) and the City of National City regarding maintenance of the Sweetwater Bikeway Plaza Bonita segment within the City of National City. (Engineering/Public Works) ** Companion Item #2 **
- 9. Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to the Agreement with Project Professionals Corporation to increase the not-to-exceed amount of the Agreement by \$900,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, plan reviews, constructability reviews, community outreach and communications, and support for public works contracts and/or disputes (funded by various CIP projects). Engineering/Public Works)
- 10. Resolution of the City Council of the City of National City authorizing the appropriation of \$840,000 for the Paradise Creek Educational Park Urban Greening Project reimbursable through the Urban Greening for Sustainable Communities Grant Program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84); and establishing corresponding revenue and expenditure accounts (no local match required). (Engineering/Public Works)
- 11. Resolution of the City Council of the City of National City authorizing the Mayor to execute a Subordination Agreement with T&T Community Properties, LLC, a California limited liability company, subordinating the Deed of Trust that secures a HOME Investment Partnership Program loan for \$717,500 on eight restricted rental units located at 138 Norton Avenue in National City for the purpose of refinancing existing debt. (Housing, Grants, and Asset Management)
- 12. Resolution of the City Council of the City of National City authorizing, 1) the Mayor to execute Program Supplement Agreement No. N010 with the State of California Department of Transportation for the National City Safe Routes to School (SRTS) Ped Enhancements Project to allow for reimbursement of up to \$50,000 in eligible project expenditures through the Federal Active Transportation Program (ATP), and; 2) the appropriation of \$50,000 for the project. (Engineering/Public Works)
- 13. <u>Temporary Use Permit 8th Annual Tower of Terror sponsored by the National City Fire Fighters Association October 31, 2015 from 5 p.m. to 9</u>

- p.m. at Fire Station 34 located at 343 East 16th Street. This is a National City sponsored event per Council Policy No. 804. (Neighborhood Services)
- 14. Warrant Register #7 for the period of 08/12/15 through 08/18/15 in the amount of \$3,083,941.76. (Finance)
- 15. Warrant Register #8 for the period of 08/19/15 through 08/25/15 in the amount of \$271,509.74. (Finance)

PUBLIC HEARINGS

ORDINANCES FOR INTRODUCTION

ORDINANCES FOR ADOPTION

NON CONSENT RESOLUTIONS

16. Resolution of the City Council of the City of National City: 1) accepting the work of Clauss Construction for the 2020 and 2100 Hoover Avenue Remediation and Site Demolition Project, Specification No. 13-01, 2) authorizing an increase of \$19,044.04 in the contract amount for construction change orders; 3) approving the final contract amount of \$1,937,305.30, 4) authorizing the release of retention in the amount of \$66,238.71, and 5) authorizing the Mayor to sign the Notice of Completion for the project. (Engineering/Public Works)

NEW BUSINESS

- 17. Notice of Decision Planning Commission approval of a Conditional Use Permit for a Wireless Communications Facility to be located at 116 National City Blvd. (Applicant: PlanCom, Inc. for Verizon Wireless) (Case File 2015-15 CUP) (Planning)
- 18. Temporary Use Permit Pilipino History Day sponsored by National City Historical Society at Heritage Square, 900 Block of "A" Avenue on October 24, 2015 from 11 a.m. to 6 p.m. with a request of waiver of fees. (Neighborhood Services)

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

PUBLIC HEARINGS- HOUSING AUTHORITY

CONSENT RESOLUTIONS- HOUSING AUTHORITY

NON CONSENT RESOLUTIONS- HOUSING AUTHORITY

NEW BUSINESS- HOUSING AUTHORITY

19. Presentation requesting further direction from the Community Development Commission-Housing Authority of the City of National City's Board of Commissioners on entering into an Exclusive Negotiating Agreement with La Maestra Community Health Centers for the development of a Housing Authority-owned 1.47 acre property located between Eta Street and Bucky Lane on Highland Avenue in National City. (Housing, Grants, & Asset Management)

C. REPORTS

STAFF REPORTS

- 20. OpenGov Implementation. (Finance)
- 21. Contract Management Implementation. (Finance)
- 22. Cartegraph Implementation. (MIS)
- 23. <u>El Nino Storm Readiness Staff Update. (Fire & Engineering/Public Works)</u>

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday -October 20, 2015 - 6:00 p.m. - Council Chambers - National City, California The following page(s) contain the backup material for Agenda Item: Women in Transportation Society (WTS) San Diego Chapter 2015 Innovative Transportation Solutions Award: Alternative Modes and Active Transportation National City Community Corridors Project - Jennifer Koopman, Kimley-Horn and Associates. (Engineering/Pub

ltem	
10/6/15	

WOMEN IN TRANSPORTATION SOCIETY (WTS) SAN DIEGO CHAPTER

2015 INNOVATIVE TRANSPORTATION SOLUTIONS AWARD:

ALTERNATIVE MODES AND ACTIVE TRANSPORTATION

NATIONAL CITY COMMUNITY CORRIDORS PROJECT

JENNIFER KOOPMAN, KIMLEY-HORN & ASSOCIATES

(ENGINEERING/PUBLIC WORKS)

The following page(s) contain the backup material for Agenda Item: Sweetwater Bikeway Plaza Bonita Road Segment - Emilio Rodriguez, San Diego Association of Governments. (Engineering/Public Works) ** Companion Item #8 **

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10/6/14	

SWEETWATER BIKEWAY PLAZA BONITA ROAD SEGMENT EMILIO RODRIGUEZ, SAN DIEGO ASSOCIATION OF GOVERNMENTS

(ENGINEERING/PUBLIC WORKS)

The following page(s) contain the backup material for Agenda Item: San Diego County Regional Task Force on the Homeless Presentation of the 2015 We All Count Results. (Neighborhood Services)

Item # 10/06/15

SAN DIEGO COUNTY REGIONAL TASK FORCE ON THE HOMELESS PRESENTATION OF THE 2015 WE ALL COUNT RESULTS

Armando Vergara, Director of Neighborhood Services
Megan Black, Project Coordinator RTFHSD

2015

WEALLCOUNT

RESULTS







REGIONAL TASK FORCE ON THE HOMELESS

"OUR COMMUNITY, OUR HOMELESS, OUR ISSUES"



Today's Presentation.

- Our WeALLCount Campaign
- General Count Results
- Regional Trends
- General Survey Results
- National City-specific

survey results

• Q&A

About WeALLCount

- Main Purpose of PIT: Report HUD-mandated data
- We add local questions and provide community reports
- HUD submits AHAR to Congress
- Determines funding
- Step 1: Unsheltered "Street Count"
- Step 2: Sheltered Count Via HMIS Systems
- Step 3: Survey

New in 2015

Youth Count

Survey Geocoding

New Reports: Find at

www.rtfhsd.org/publications

City Profiles: National City & Chula Vista

Fact Sheets: Youth Count & Veterans

Upcoming: Comprehensive Report

1,488 Volunteers

Many served in multiple roles

1,200+- Enumerators (Counters)

200+ - Surveyors (Interviewers)

593 - Census Tracts Covered

Over 7,620 Volunteer Hours

REGIONAL TASK FORCE
ON THE HOMELESS
SAN DIEGO COUNTY

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Results

San Diego County Estimates of Homelessness



	2014	2015	2014 2015 CHANGE
Total Homeless	8,506	8,506 8,742	+2.8%
Unsheltered	3,985	3,985 4,156	+4.3%
Sheltered	4,521	4,521 4,586	+1.4%

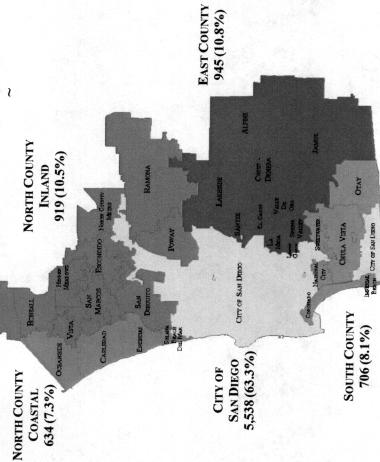
Estimates of Homelessness

Regional T	Regional Trends – San Diego County	go County
San Diego Region	San Diego Region Point-in-Time Counts	
	% Change '14-'15 % Change '11-'15	% Change '11-'15
Unsheltered	+4.3%	-16.6%
Sheltered	+1.4%	+13.5%
Total Homeless	+2.8%	-3.1%

Homelessness Estimates: Regional Map



REGIONAL BREAKDOWN
OF ESTIMATES OF HOMELESSNESS
IN SAN DIEGO COUNTY



		Homeless Persons	Persons	
San Diego County Regions	Sheltered	Unsheltered	Total	% by Region
City of San Diego	2773	2765	5538	63.3%
North County Inland	722	197	919	10.5%
North County Coastal	372	262	634	7.3%
South County	199	507	902	8.1%
East County	520	425	945	10.8%
San Diego County	4586	4156	8742	100%

Source: San Diego regional 2015 Point-in-Time Count

Estimates of Homelessness City of San Diego

City of San Diego Point-in-Time Counts	
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	2014	2015	%
			Change
Unsheltered	2,468	2,765	+12.0%
Sheltered	2,731	2,773	+1.5%
Total Homeless	5,199	5,538	+6.5%

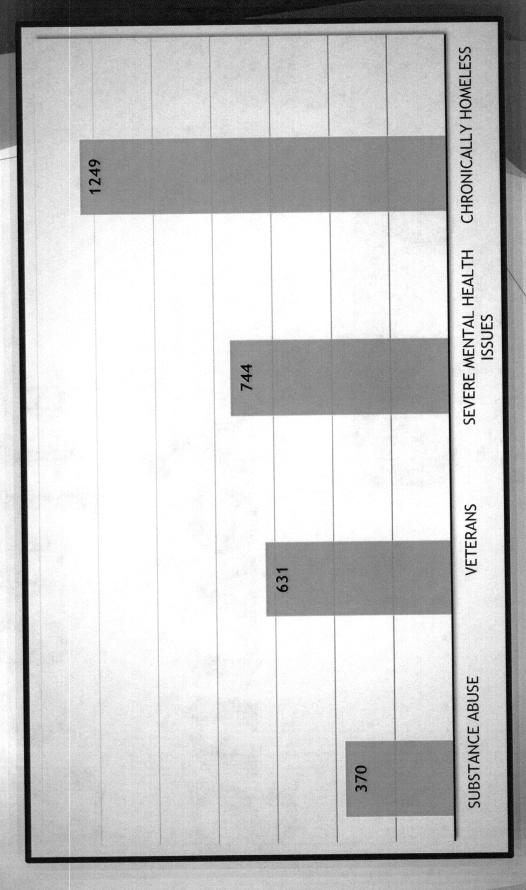
REGIONAL TASK FORCE



COMMUNETS - Out Homeress - Due Issues

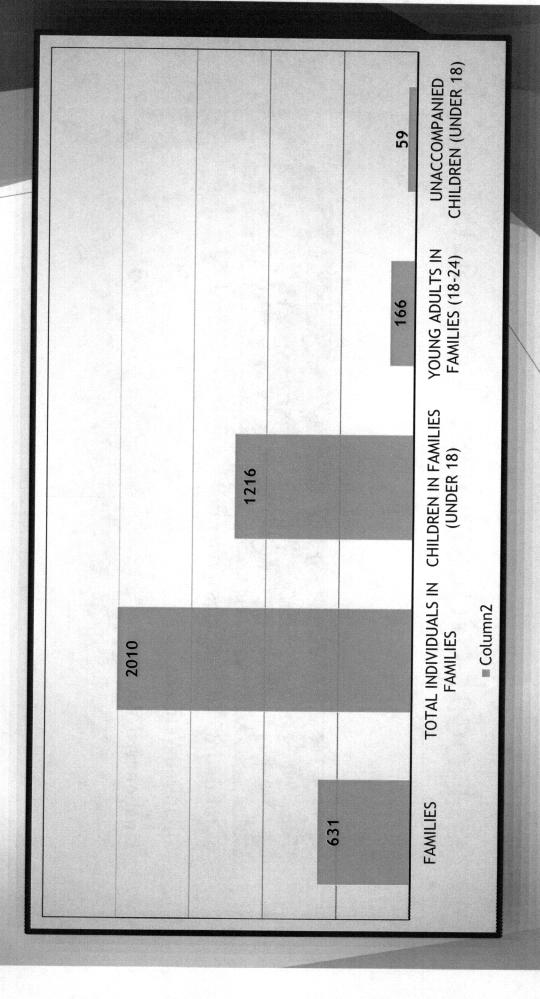
But Wells

What We Learned From Survey Data Unsheltered Only



*Homeless – Year Or Longer THIS Time Estimates extrapolated from surveys of adults self-reporting as Unsheltered during PITC

Family & Youth Homelessness Total Sheltered & Unsheltered



Local Questions: Veterans

	Number of Veterans
Total Estimated Homeless Veterans	1381
Sheltered Veterans	750
Unsheltered Veterans	631

Estimates of Veteran Homelessness Regional Trends – San Diego County

San Diego Region	Point-in-Time Counts	
	% Change '14-'15	% Change '12-'15
Unsheltered	+22.1%	-31.6%
Sheltered	-5.1%	-9.7%
Total Homeless	+5.7%	-21.2%

REGIONAL TASK FORCE
ON THE HOMELESS
SAN DIEGO COUNTY

Loca

Survey

City Profile: National City

	National City	San Diego County
Unsheltered	137	4,156
Sheltered	16	4,586
Total	153	8,742

City Profile: National City

	% of Total Unsheltered
Males, All Ages	50%
Females, All Ages	20%
Chronic Homeless	20%
Veterans	0//9
Substance Abuse	%9
Severe Mental Health Issues	22%
Homeless a Year or Longer- THIS Time	78%



2016 WeAllCount Save the Date!

Friday, January 29, 2016

The following page(s) contain the backup material for Agenda Item: FBI Index Crimes, Mid-Year 2015 Statistics and Crime in the San Diego Region. (Police)

Item	#	
10/06	/1	5

FBI INDEX CRIMES, MID-YEAR 2015 STATISTICS CRIME IN THE SAN DIEGO REGION

Police Department



NATIONAL CITY

FBI Index Crimes Mid-Year 2015 Statistics

Crime in the San Diego Region



"A Trusted Community Partner Since 1887"



Mid-year Crime Summary

SANDAG's Mid-year Crime Report for 2015 shows National City continues to be a safer City:

- > A 5% decrease in total crime between 2014-2015
- > An 11% decrease in property crime between 2014-2015
- > A 36% increase in violent crime between 2014-2015
- > A 14% decrease in total crime between 2011-2015
- > A 6% decrease in violent crime between 2011-2015
- > A 16% decrease in property crime between 2011-2015



Crime Fighting Efforts

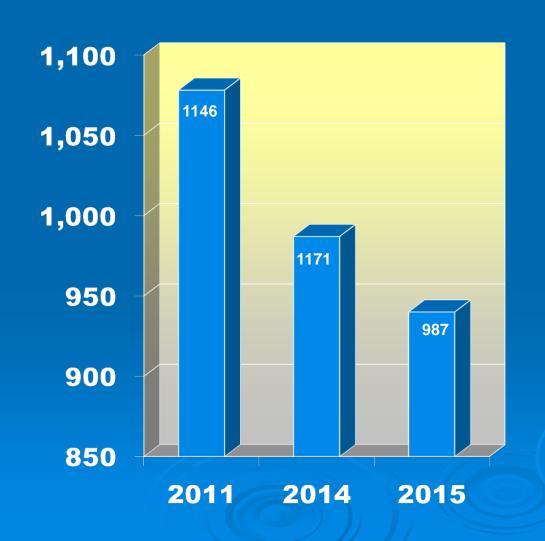
Annualized FBI Index
Crime Rates by
Jurisdiction*

San Diego Region
Mid-Year 2011, 2014, 2015

Table 2						
ANNUALIZED FBI INDEX CRIME RATES PER 1,000 POPULATION BY JURISDICTION						
San Diego Region, Mid-Year 2011, 2014, and 2015						
					Change	
6.11	2011	2014	2015	2011-2015	2014-2015	
Carlsbad	18.57	18.06	20.26	9%	12%	
Chula Vista	22.13	20.63	19.74	-11%	-4%	
Coronado	19.38	27.67	16.31	-16%	-41%	
El Cajon	29.53	26.96	25.2	-15%	-7%	
Escondido	24.87	25.47	25.92	4%	2%	
La Mesa	31.47	34.1	32.36	3%	-5%	
National City	36.74	33.24	31.66	-14%	-5%	
Oceanside	25.07	26.43	28.85	15%	9%	
San Diego	25.41	24.3	24.7	-3%	2%	
Sheriff - Total	17.31	16.53	15.3	-12%	-7%	
Del Mar	46.87	29.29	43.46	-7%	48%	
Encinitas	17.28	17.42	17.71	2%	2%	
Imperial Beach	21.94	19.64	15.45	-30%	-21%	
Lemon Grove	20.83	28.31	22.6	8%	-20%	
Poway	14.1	10.78	11.11	-21%	3%	
San Marcos	17.62	16.88	18.94	7%	12%	
Santee	18.89	19.25	17.02	-10%	-12%	
Solana Beach	19.65	17.1	22.29	13%	30%	
Vista	23.47	23.47	22.87	-3%	-3%	
Unincorporated	14.51	13.41	11.56	-20%	-14%	
4S Ranch	8.31	6.69	5.98	-28%	-11%	
Alpine	16.16	12.9	9.38	-42%	-27%	
Fallbrook	15.91	17.78	13.89	-13%	-22%	
Lakeside	19.9	15.61	12.91	-35%	-17%	
Ramona	14.29	9.51	7.38	-48%	-22%	
Spring Valley	16.19	15.37	14.58	-10%	-5%	
Valley Center	16.5	16.95	13.91	-16%	-18%	
TOTAL	23.30	22.60	22.40	-4%	-1%	



FBI INDEX CRIMES BY JURISDICTION – VIOLENT & PROPERTY CRIME in NATIONAL CITY San Diego Region, Mid-Year :: 2010, 2013, & 2014





CHANGES

Mid-year Figures FBI Rape Definition Change

It is essential to note changes in how rape is defined by the FBI, comparisons across time for rape and violent crime overall should not be made.

Specifically, in 2015, California law enforcement agencies began to use the new and broader Uniform Crime Reporting (UCR) definition of rape that includes male victims, sodomy, penetration with any body part or objects, and no longer requires force.

As a result of this change, some Part I crimes that previously would have been aggravated assaults are now rapes and some Part II crimes that previously would not have been captured in these statistics are now Part I crimes.



Violent Crime Changes

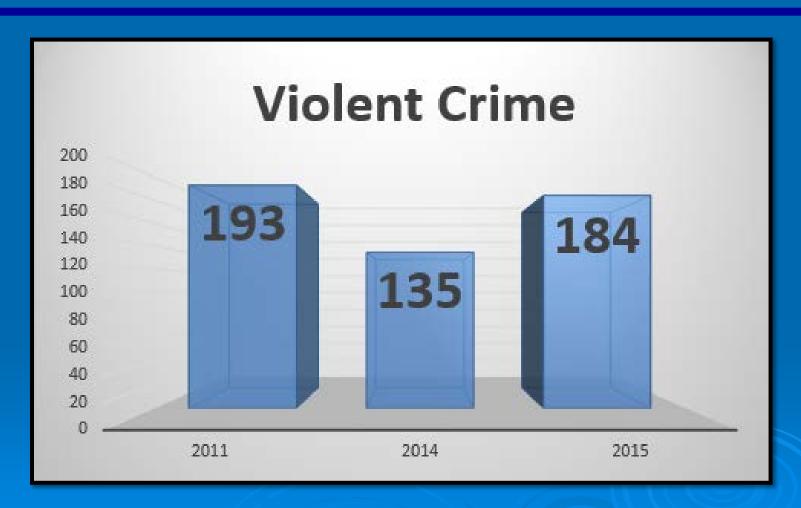
City of National City Violent Crime Totals

In the first half of 2015, National City had a 36% increase in the number of reported violent crimes compared to 2014.

Increase was Robberies (+61%) and Aggregated Assaults (+29%).

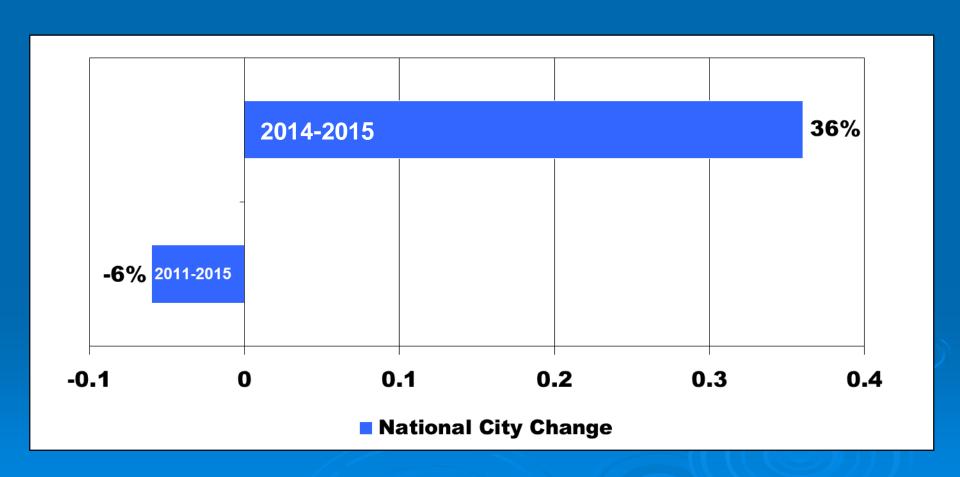


FBI INDEX VIOLENT CRIMES - NATIONAL CITY San Diego Region, Mid-Year :: 2011, 2014, & 2015





FBI INDEX VIOLENT CRIMES - NATIONAL CITY San Diego Region, Mid-Year :: 2011, 2014, & 2015





Overview

- Overall crime is down 13% compared to mid-year 2014
- Property crime is down 5%
- Violent crime is up 36%
- Factors affecting crime:
 - Realignment of State Prisoners (AB 109/Prop 47)
 - Daytime Population increase to almost 100K
 - Staffing Challenges
- Department Priorities
 - Increase Crime Prevention awareness
 - Recruit Police Volunteers
 - Recruit and Retain Officers



NATIONAL CITY

Questions?



¿Preguntas?

The following page(s) contain the backup material for Agenda Item: Update on National City's War Memorial Renovation. (City Manager)

Item	#	
10/06	/1	5

UPDATE ON NATIONAL CITY'S WAR MEMORIAL RENOVATION

City Manager

The following page(s) contain the backup material for Agenda Item: Interviews and Appointments: Various Boards and Commissions. (City Clerk)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: October 6, 2015	AGEN	IDA ITEM NO
ITEM TITLE:		
Interviews and Appointments: Various Boards	and Commissions. (City Clerk)	
PREPARED BY: Michael R. Dalla	DEPARTMENT: City Clerk	
PHONE: 619-336-4226	APPROVED BY:	
EXPLANATION:		
Several vacancies and expired terms exist on various attached report. The vacancies and expired terms have been contacted to determine their desire for re-approximately	have been advertised and posted. In	
FINANCIAL STATEMENT:	APPROVED:	Finance
ACCOUNT NO.	APPROVED:	
ENVIRONMENTAL REVIEW:		
ORDINANCE: INTRODUCTION: FINAL ADD	OPTION:	
STAFF RECOMMENDATION:		
Interview and appoint.		
BOARD / COMMISSION RECOMMENDATION:		
N/A		
ATTACHMENTS:		
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Summary Report: Boards and Commissions Applications		

BOARDS & COMMISSIONS – CURRENT VACANCIES AND EXPIRED TERMS October 6, 2015

CIVIL SERVICE COMMISSION (Appointing Authority: City Council)

There is one expiring term on the Civil Service Commission. The Incumbent, Rafiel Courtney, has requested re-appointment. There are two applications on file.

<u>Name</u> <u>Interviewed</u>

Rafiel Courtney Incumbent Yes John Bailey Yes

<u>COMMUNITY AND POLICE RELATIONS COMMISSION (CPRC)</u> (Appointing Authority: Mayor subject to confirmation by City Council)

There are two current vacancies on the CPRC. Three applications are on file.

Name Interviewed

John Bailey Yes
Melanie Cole Yes
Julio Munoz No

<u>PARKS, RECREATION & SENIOR CITIZENS ADVISORY BOARD (PRSCAB)</u> (Appointing Authority: Mayor subject to confirmation by City Council)

There are two expiring terms on the PRSCAB (Bert Andrade & Katharine Wesner). Katharine Wesner requests reappointment and has been asked to be available for interview. Bert Andrade does not wish to be reappointed. There is one application on file.

Name Interviewed

Katherine Wesner Incumbent No

<u>PUBLIC ART COMMITTEE</u> (Appointing Authority: Mayor subject to confirmation by City Council)

There is one expired term (Memo Cavada) on the Public Art Committee. The incumbent has not indicated a desire to be re-appointed and has been asked to be available for an interview. There are no applications on file.

<u>Name</u> Interviewed

Manual Cavada Incumbent No

TRAFFIC SAFETY COMMITTEE (Appointing Authority: Mayor subject to confirmation by City Council)

There are two expiring terms on the Traffic Safety Committee (Cheryl Howery-Colmanero and Gonzalo Quintero). One incumbent, Cheryl Howery-Colmenaro, has indicated a desire to be reappointed. One incumbent, Gonzalo Quintero, has not indicated his desire. Both have been asked to be available for an interview. There are three applications on file.

Name Interviewed

Cheryl Colmanero Incumbent No Gonzalo Quintero Incumbent No John Bailey Yes

<u>LIBRARY BOARD OF TRUSTEES</u> (Appointing Authority: Mayor subject to confirmation by City Council)

Interviewed

There is one expiring term (**Gloria Bird**) and one current vacancy on the Library Board. The incumbent has expressed a desire to be re-appointed. There is one application on file.

<u>lame</u>

Gloria Bird Incumbent Yes

CITY OF NATIONAL CITY APPLICATION FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

Civil Service Commission	Planning Commission
Community & Police Relations Commission* (CPRC)	Public Art Committee*
Library Board of Trustees	Traffic Safety Committee
Parks, Recreation & Senior Citizens Advisory Board	Port Commission
Note: Applicants must be residents of the City of Nation	al City except for those marked by an *
Applicants for the Community and Police Relations background check prior to appointment.	s Commission must pass a criminal
Name: SOHH R. BAILEY	a Boile and Agran
Home Address: 2134 5 AV62-106	Tel. No.: 760-484-703
Business Affiliation: NOME	Title: 1\[/\DA \]
Business Address: N/A	Tel. No.: M/A
Length of Residence in National City: 10 YR San Diego	County: 77 YRS California: CifeTime
Educational Background: A.S. DEL-REL, SAI	u piero community
Occupational Experience: AIRCRASS MECHAUIC FOR' VOYACE REPAIR TEAM CONTR	Supervisor, Supervisor
Professional or Technical Organization Memberships:	
Civic or Community Experience, Membership, or Previous Pr	
PARTICIPATE IN PERRODIC KIMBALL	PANIL CLIAH-UP.
Experience or Special Knowledge Pertaining to Area of Inter	경우를 가져왔다면 화가를 가게 되었다. 그리고 있는 그는 그들은 그들은 그들은 그들은 그들은 그들은 그들은 그는 그를 보는 그를 보는 것이 되었다. 그는 그들은 그를 하였다. 그는
Have you ever been convicted of a felony crime? No Yes: If any convictions were expunged disclosure is not required. disqualifying. Please feel free to provide an explanation or information regarduestions.	Convictions are not necessarily
- SOLICITICY (ZOOH, SUPPOSOD TO HAVE	Been Expugeo)
Date: 6/23/2015 Signature:	
Please feel free to provide addition dinformation	n or letters of and an and

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:
Office of the City Clerk
1243 National City Blvd, National City, CA 91950

Thank you for your interest in serving the City of National City.

^{*} Residency requirements may not apply
This documents is filed as a public document

Supplemental Application: National City Community and Police Relations Commission

The National City Community and Police Relations Commission serves as an independent, unbiased and impartial office that is readily available to the public. It is an organization for the improvement of police and community relations and the facilitation of disputes whenever possible. It provides a forum for citizens to voice their concerns, comment about police conduct, practices and policies and improves communication between citizens and the National City Police Department

The National City Community and Police Relations Commission is empowered to receive and review complaints regarding National City Police Department Personnel for alleged misconduct, and to recommend appropriate changes of Police Department policies and procedures toward the goals of safeguarding the rights of persons and promoting higher standards of competency, efficiency and justice in the provision of community policing services.

Applicants must be completely forthright and truthful during the application process. Applicants may be disqualified in the background process as a result of dishonesty and/or purposely omitting information regarding one's criminal history. Given the complexity of this Commission and its duties, it is necessary to pass a criminal background check prior to appointment by City Council and/or swearing in as Commissioner. Upon conditional appointment the Human Resources department will contact you to schedule the criminal background process when, and if appropriate. It is important to note that you fill out this application completely and honestly to the best of your abilities. Failure to disclose your criminal history may result in disqualification. If a conviction has been expunged disclosure is not required.

Have you ever been convicted of a felony cri	ime: No: X Yes:
Have you been convicted of a misdemeanor	": No: Yes: ─ ─
If any convictions were expunged disclosure	is not required.
Please feel free to provide an explanation or	r information regarding yes answers to the above two
questions. -DISTURBING THE REACE (1999	97.) 205610 TO HAVE BOCK EXPUNGED)
- SOLICITIZY (2004, Supp	201610 TO HAVE BOCK EXPLANED)

There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

Disqualifying criteria for Community and Police Relations Commissioner:

** See attached table

CITY OF NATIONAL CITY APPLICATION FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

Civil Service Commission	Planning Commission
Community & Police Relations Commission* (CPRC)	Public Art Committee*
Library Board of Trustees Parks, Recreation & Senior Citizens Advisory Board	Traffic Safety Committee
Farks, Necreation & Senior Chizens Advisory Board	
Note: Applicants must be residents of the City of National	City except for those marked by an *
Applicants for the Community and Police Relations C background check prior to appointment.	Commission must pass a criminal
Name: Julio Castro Muñoz	
Home Address: 2525 L' Avenue	Tel. No.: <u>(619) 761-26</u> 07
Business Affiliation:	_ Title:
Business Address:	Tel. No.:
Length of Residence in National City: 20 San Diego C	County: 20 California: 20
Educational Background: Sweetwater High with CSF distinction, currently annol	school graduated led in San Diean State.
Occupational Experience: Coronado Police E	Explorer
down a specie	, 8-30-8
Professional or Technical Organization Memberships:	
Civic or Community Experience, Membership, or Previous Pul	olic Service Appointments:
<u> Ciminal</u> Justice Informational Systems certifi	
Experience or Special Knowledge Pertaining to Area of Intere- Criminal Justice major, Coronado Explorer, Exe	cutive in Criminal Justice Studer
Have you ever been convicted of a felony crime? No: X Yes:_ If any convictions were expunged disclosure is not required. disqualifying.	misdemeanor crime? No: Yes:^\subseteq Convictions are not necessarily
Please feel free to provide an explanation or information regarduestions.	rding yes answers to the above two
NA	c 2
	7 5
	, 1, 1 00 c
Date: 08/10/15 Signature: Julio 3	
Please feel free to provide additional information	or letters of endorse entire to:
Please return completed fo	III ιο. Ω
Office of the City Cler	2000년(1911년 - 1911년 - 1
1243 National City Blvd, National C	Jity, CA 91950 ~ ∞

Thank you for your interest in serving the City of National City.

^{*} Residency requirements may not apply
This documents is filed as a public document

Supplemental Application

National City Community and Police Relations Commission

The National City Community and Police Relations Commission serves as an independent, unbiased and impartial office that is readily available to the public. It is an organization for the improvement of police and community relations and the facilitation of disputes whenever possible. It provides a forum for citizens to voice their concerns, comment about police conduct, practices and policies and improves communication between citizens and the National City Police Department

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Have you ever been convicted of a felony crime?	No: 🔀	Yes:
Have you been convicted of a misdemeanor?	No: 🔀	Yes:
If any convictions were expunged, disclosure is no	t required.	
Please feel free to provide an explanation or inf	ormation re	egarding yes answers to the above two
questions.		
N/A		
The state of the s	dia di di	

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** See attached table

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Civil Service Commission Community & Police Relations Commission* (CPRC) Library Board of Trustees Parks, Recreation & Senior Citizens Advisory Board	Planning Commission Public Art Committee* Traffic Safety Committee
Note: Applicants must be residents of the City of Nation	al City except for those marked by an *
Applicants for the Community and Police Relation background check prior to appointment.	s Commission must pass a criminal
Name: Melanie Cole	
Home Address: 6/84 Winchester S	5+, Tel. No.: 479-8595
Business Affiliation: San Diego CA 92	13 fige:
Business Address:	Tel. No.:
Length of Residence in National City: 47 San Diego	DAY OF A CHARGE TO THE TAX A STATE OF THE TAX A STA
Educational Background: High School Grad	vate 1985
Occupational Experience: NUCSING - Law HOSPITAL-HOSPITAHTY-EVE Professional or Technical Organization Memberships: U 1-I HSS Client Living in	Enforcement EMT, MTSTOFF. DWA-IH.SS
Civic or Community Experience, Membership, or Previous Pr	ublic Service Appointments:
Volunteer For mayor morrison	, and others as needed
Experience or Special Knowledge Pertaining to Area of Interes	est:
I Deal with Community on my ow	n would like to do it offic
Have you ever been convicted of a relony crime? No Yes: if any convictions were expunged disclosure is not required. disqualifying. Please feel free to provide an explanation or information regardestions.	Convictions are not necessarily
Date: 6-15-15 Signature: Melan	ie - M 2116 100 100 10 2110

Please feel free to provide additional information or letters denforsement. Nnr SIN

Please return completed form to:
Office of the City Clerk
1243 National City Blvd, National City, CA 91950

Thank you for your interest in serving the City of National City.

Revised: March 2012

OILA OFEUK

RECEIVED

^{*} Residency requirements may not apply
This documents is filed as a public document

Supplemental Application: National City Community and Police Relations Commission

The National City Community and Police Relations Commission serves as an independent, unbiased and impartial office that is readily available to the public. It is an organization for the improvement of police and community relations and the facilitation of disputes whenever possible. It provides a forum for citizens to voice their concerns, comment about police conduct, practices and policies and improves communication between citizens and the National City Police Department

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Have you ever been convicted of a felony crime Have you been convicted of a misdemeanor: Not If any convictions were expunged disclosure is replease feel free to provide an explanation or informations.	: No: Yes: : Yes: not required. crmation regarding yes answers to the above two

There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

Disqualifying criteria for Community and Police Relations Commissioner:

** See attached table

The following page(s) contain the backup material for Agenda Item: Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of September 15, 2015. (City Clerk)

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10/0	06/15

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF SEPTEMBER 15, 2015.

(City Clerk)

DRAFT DRAFT DRAFT

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

September 15, 2015

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:07 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis. Administrative Officials present: Dalla, Deese, Denham, Duong, Manganiello, Muthusamy, Parra, Raulston, Roberts, Rodriguez, Siiva, Stevenson, Vergara, Williams, Ybarra.

Others present: City Treasurer Mitch Beauchamp and Student Representative Reah Sahagun.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

PUBLIC COMMENTS

Sunshine Horton, El Cajon, commented on some of the community events she would be participating in and encouraged everyone to help when and where we can to help others.

AWARDS AND RECOGNITIONS

PERSONNEL RECOGNITION / APPRECIATION ADMIN (604-2-1)

1. Employee of the Quarter 2015 - Manuel Sanchez, Custodian. (Engineering/Public Works)

PERSONNEL RECOGNITION / APPRECIATION ADMIN (604-2-1)

2. 2015 Community Emergency Response Team Graduates. (Fire)

CITY COUNCIL

PRESENTATIONS

COUNCIL MEETING PRESENTATIONS 2015 (102-10-10)

3. 2015 Alliance Healthcare Foundation Grant Check Presentation. (Fire) **ACTION:** The Item was pulled.

PRESENTATIONS (cont.)

COUNCIL MEETING PRESENTATIONS 2015 (102-10-10)

4. Presentation on Balanced Plan with Mitigation and Enhancements for Marina District/Tidelands Planning Area. (City Manager) Copy on file in the Office of the City Clerk.

Item Nos. 25 and 26 were taken up next.

NEW BUSINESS

LAND USE PLANNING / TANK FARM AT QUAY & 28TH ST (405-10-3)

25. Report on Revised Notice of Preparation (NOP) for the National City Marine Terminal Tank Farm Paving and Street Closures Project & Port Master Plan Amendment (UPD #EIR-2014-188; SCH# 2014121046) and authorization for staff to oppose the proposed marine related industrial overlay as part of the project described in the revised NOP. (City Manager)

RECOMMENDATION: 1. Oppose the proposed marine related industrial overlay described in the revised NOP; 2 Resubmit revised NOP comments; and 3. Work with the Port District to incorporate land use changes that are consistent with the Balanced Plan.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

HARBOR FACILITY PLANNING / PROJECTS ADMIN (701-1-1)

26 Report on Marina District/Tidelands Planning Area and seeking conceptual approval by the City Council for The Balanced Plan with mitigation and enhancements for National City. (City Manager)

RECOMMENDATION: Staff recommends the City Council take minute action to support the Balanced Plan with Mitigation and Enhancements for National City.

TESTIMONY: None

ACTION: Motion by Sotelo-Solis, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

PRESENTATIONS

COUNCIL MEETING PRESENTATIONS 2015 (102-10-10)

5. San Diego Regional Task Force on the Homeless Presentation of the Annual "We All Count" and City update on tours of visited homeless shelters and facilities. (Neighborhood Services)

COUNCIL MEETING PRESENTATIONS 2015 (102-10-10)

6. The Status of Water Availability and Water Rates. (Mayor Morrison)

INTERVIEWS / APPOINTMENTS

BOARDS & COMMISSIONS ADMIN (101-1-1)

7. Interviews and Appointments: Various Boards and Commissions. (City Clerk)

TESTIMONY: Incumbents Rafael Courtney (Civil Service Commission) and Gloria Bird (Library Board) appeared for interview.

ACTION: Motion by Rios, seconded by Sotelo-Solis to re-appoint Rafael Courtney to the Civil Service Commission. Motion failed by the following vote, to-wit: Ayes: Rios, Sotelo-Solis. Nays: Cano, Mendivil, Morrison. Abstain: None. Absent: None.

Mayor Morrison indicated that he will be ready to make some appointments at the next Council Meeting.

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 8 (NCMC), Item No. 9 (Minutes), Item Nos. 10 and 11 (Resolution Nos. 2015-138 and 2015-139), Item Nos. 12 through 14 (Warrant Registers), Item Nos. 15 and 16 (Reports). Motion by Rios, seconded by Cano, to approve the Consent Calendar. Carried by unanimous vote.

MUNICIPAL CODE 2015 (506-2-30)

8. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See above.

APPROVAL OF MINUTES

9. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF SEPTEMBER 1, 2015. (City Clerk)

ACTION: Approved. See above.

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

10. Resolution No. 2015-138. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE BID PROCESS BY PIGGYBACKING WESTERN STATES CONTRACTING ALLIANCE (WSCA) CONTRACT B27160, AND AUTHORIZING THE PURCHASE FROM DELL INC. OF A STORAGE AREA NETWORK ARRAY FOR AN AMOUNT NOT TO EXCEED \$35,036. (MIS)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

CONTRACT (C2015-42)

11. Resolution No. 2015-139. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AWARDING A CONTRACT TO KINSMAN CONSTRUCTION, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$768,463.00 FOR THE POLICE DEPARTMENT BUILDING IMPROVEMENTS, CIP NO. 15-06; 2) AUTHORIZING A 25% CONTINGENCY IN THE AMOUNT OF \$192,115.75 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT. (Engineering/Public Works)

ACTION: Adopted. See above.

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

12. Warrant Register #4 for the period of 07/22/15 through 07/28/15 in the amount of \$2,052,437.76. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

13. Warrant Register #5 for the period of 07/29/15 through 08/04/15 in the amount of \$3,078,412.53. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

14. Warrant Register #6 for the period of 08/05/15 through 08/11/15 in the amount of \$524,794.16. (Finance)

ACTION: Ratified. See above.

FINANCIAL MANAGEMENT 2015-2016 (204-1-31)

15. Investment transactions for the month ended July 31, 2015. (Finance)

ACTION: Filed. See above.

FINANCIAL MANAGEMENT 2015-2016 (204-1-31)

16. National City Sales Tax Update Newsletter – First Quarter 2015. (Finance)

ACTION: Filed. See above.

ORDINANCES FOR ADOPTION

MUNICIPAL CODE 2015 (506-2-30)

17. Ordinance No. 2015-2406. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING TITLE 2 OF THE NATIONAL CITY MUNICIPAL CODE TO ESTABLISH THE CITY MANAGER'S AUTHORITY TO APPROVE, SETTLE OR COMPROMISE WORKERS' COMPENSATION CLAIMS UNDER CHAPTER 2.01.020. (Human Resources)

RECOMMENDATION: Adopt the Ordinance amending City of National City Municipal Code Section 2.01.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to adopt the Ordinance. Carried by unanimous vote.

NON CONSENT RESOLUTIONS

SUBDIVISIONS / VARIANCES 2015 (415-1-11)

18. Resolution No. 2015-140. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A ZONE VARIANCE TO ALLOW A PARKING SPACE IN THE FRONT YARD SETBACK FOR A SINGLE-FAMILY HOME LOCATED AT 1926 "E" AVENUE. (Applicant: Victor Castillo) (Case File 2015-05 Z) (Planning)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Mendivil, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

BUDGET FY 2015-2016 (206-1-31)

19. Resolution No. 2015-141. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AN INCREASE TO THE FISCAL YEAR 2016 BUDGETED POSITION ALLOCATION FOR THE SENIOR ASSISTANT CITY ATTORNEY POSITION FROM 0.5 TO 1.0 FULL TIME EQUIVALENT (FTE) AND INCREASE THE CORRESPONDING GENERAL FUND APPROPRIATIONS BY A TOTAL OF \$70,000. (City Attorney)

RECOMMENDATION: Adopt proposed Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Sotelo-Solis, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Mendivil, Rios, Sotelo-Solis. Nays: Cano, Morrison. Abstain: None. Absent: None.

NON CONSENT RESOLUTIONS (cont.)

CONTRACT (C2010-28)

Resolution No. 2015-142. RESOLUTION OF THE CITY COUNCIL OF 20. THE CITY OF NATIONAL CITY, 1) APPROVING AMENDMENT NO. 2 AMENDED AND RESTATED MEMORANDUM UNDERSTANDING (MOU) BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE CITY OF NATIONAL CITY REGARDING THE NATIONAL CITY AQUATIC CENTER (RENAMED WATERFRONT ADVENTURE CENTER) WHEREIN THE PORT DISTRICT AGREES TO CONTRIBUTE AN ADDITIONAL \$223,110 TOWARDS COMPLETION OF THE PROJECT, 2) AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT, AND 3) AUTHORIZING THE APPROPRIATION OF \$223,110 TO THE PROJECT, TO BE REIMBURSED BY THE PORT DISTRICT VIA THE TERMS OF THE AMENDMENT. (Pending approval by the Board of Port Commissioners) (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Rios, to adopt the Resolution. Carried by unanimous vote.

CONTRACT (C2015-43)

Resolution No. 2015-143. RESOLUTION OF THE CITY COUNCIL OF 21. THE CITY OF NATIONAL CITY AUTHORIZING, 1) THE CITY (BUYER) TO UTILIZE COOPERATIVE PURCHASING ESTABLISHED THROUGH NATIONAL JOINT POWERS ALLIANCE (NJPA), CONSISTENT WITH MUNICIPAL CODE SECTION 2.60.260 FOR COOPERATIVE PURCHASING, TO PURCHASE CUSTOMIZED MOBILE SHELVING FROM SPACESAVER INTERMOUNTAIN, LLC, BASED ON THEIR CONTRACT 031715-KII WITH THE NJPA; AND 2) THE MAYOR TO EXECUTE AN AGREEMENT WITH SPACESAVER INTERMOUNTAIN, LLC, TO PURCHASE AND INSTALL CUSTOMIZED MOBILE SHELVING TO EXPAND CAPACITY IN THE POLICE DEPARTMENT EVIDENCE IN AN AMOUNT NOT TO EXCEED ROOM. \$387,149.25. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

NEW BUSINESS

TEMPORARY USE PERMITS 2015 (203-1-31)

22. Temporary Use Permit – St. Mary's Fall Festival hosted by St. Mary's Catholic Church on Sunday, October 4, 2015 at the parish grounds located between E. 8th Street and "E" Avenue from 7 a.m. to 7:00 p.m. with no waiver of fees. (Neighborhood Services)

RECOMMENDATION: Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to approve staff recommendation with clarification. Carried by unanimous vote.

Member Sotelo-Solis left the Council Chamber at 8:35 p.m.

TEMPORARY USE PERMITS 2015 (203-1-31)

23. Temporary Use Permit – 7th Annual Health & Wellness Fair hosted by Paradise Valley Hospital and The Southbay Times on October 31, 2015 from 10 a.m. to 3 p.m. at 2400 E 4th Street with no waiver of fees. (Neighborhood Services)

RECOMMENDATION: Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Mendivil, to approve staff recommendation. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison, Rios. Nays: None. Abstain: None. Absent: Sotelo-Solis.

Member Sotelo-Solis returned to the Council Chamber at 8:38 p.m.

COMMUNITY SERVICES DEPT ADMIN (1104-1-7)

24. Seeking concurrence to complete the Operating Agreement with MediFit so staff may return with an Operating Agreement and appropriation request for City Council approval on October 6, 2015. (Community Services)

RECOMMENDATION: Provide direction and concurrence to proceed and return with a proposed agreement.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Sotelo-Solis, to concur with the deal points and staff recommendation. Carried by unanimous vote.

NEW BUSINESS (cont.)

LAND USE PLANNING / TANK FARM AT QUAY & 28TH ST (405-10-3)

25. Report on Revised Notice of Preparation (NOP) for the National City Marine Terminal Tank Farm Paving and Street Closures Project & Port Master Plan Amendment (UPD #EIR-2014-188; SCH# 2014121046) and authorization for staff to oppose the proposed marine related industrial overlay as part of the project described in the revised NOP. (City Manager)

ACTION: Item was taken up earlier in the meeting. See above.

HARBOR FACILITY PLANNING / PROJECTS ADMIN (701-1-1)

26. Report on Marina District/Tidelands Planning Area and seeking conceptual approval by the City Council for The Balanced Plan with mitigation and enhancements for National City. (City Manager)

ACTION: Item was taken up earlier in the meeting. See above.

MIS DEPT ADMIN (1104-1-14)

27. Report seeking direction on consideration of cablecasting of City of National City, City Council meetings, other City of National City public meetings, and public service messages. (MIS)

RECOMMENDATION: It is staff's recommendation that the City not pursue cablecasting.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Mendivil, to continue to gather additional information and bring back for further consideration. Carried by unanimous vote.

LEAGUE OF CA CITIES ADMIN (104-2-1)

28. City Council Review of League of California Cities 2015 Annual Conference Resolutions. (City Manager)

RECOMMENDATION: City Council consider the League's resolutions and determine the City's position so that our voting delegates can represent the City's position during the League conference from September 30-October 2 in San Jose, CA.

TESTIMONY: None.

ACTION: Resolutions that might impact the City were discussed. No formal action was taken.

COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

NO AGENDA ITEMS

STAFF REPORTS None.

MAYOR AND CITY COUNCIL

City Treasurer Beauchamp related problems getting approval for a cover for the historic rail car at the Depot, spoke about the Port District Tank Farm Project and cautioned about the City purchasing equipment that might compete with private businesses.

Member Mendivil reported that he went on a ride-along with the police and it was a real eye opener.

Member Sotelo-Solis said it was great to see the new CERT graduates and encouraged City efforts to reach out to prepare citizens for the predicted El Nino winter event.

Member Rios said she was pleased with the outreach efforts on Facebook and Twitter, reported that she participated in the final School Supply Giveaway by the Police Department and extended an invitation to the Old Town Reunion on September 26th.

Member Cano asked for information on half-way houses particularly the one on Harbison Avenue. Member Cano reported a house above Plaza Blvd. near "O" Avenue with erosion problems and inquired about a reported incident involving unknown individuals performing lifesaving measures on a citizen.

CLOSED SESSION REPORT

City Attorney Claudia Silva stated there was nothing to report from the Closed Session. (See attached Exhibit 'L')

ADJOURNMENT

Motion by Sotelo-Solis, seconded by Mendivil, to adjourn the meeting to the next Adjourned Regular Meeting of the City Council and Community Development Commission — Housing Authority of the City of National City — Sign Ordinance Workshop and Brown Act Presentation to be held Tuesday, September 22, 2015 at 5:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

The next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, October 6, 2015 at 6:00 p.m. at the Council Chambers, National City, California.

The meeting closed at 9:50.

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_	City Clerk	_
The foregoing minutes were approved at the 2015.	Regular Meeting of October	6
	Mayor	



AGENDA OF A SPECIAL MEETING

CITY COUNCIL OF THE CITY OF NATIONAL CITY
AND
SUCCESSOR AGENCY TO
THE COMMUNITY DEVELOPMENT COMMISSION AS
THE NATIONAL CITY REDEVELOPMENT AGENCY

Main Conference Room
Civic Center
1243 National City Boulevard
National City, California
Special Meeting – Tuesday, September 15, 2015 – 5:00 p.m.

ROLL CALL

CLOSED SESSION

CITY COUNCIL

- Conference with Labor Negotiators Government Code Section 54957.6
 Agency Designated Representatives: Stacey Stevenson, Claudia Silva, Mark Roberts, and Tim Davis
 Employee Organization Fire Fighters' Association
- Liability Claims Government Code Section 54956.95
 Workers' Compensation Claims
 Agency Claimed Against City of National City
 Number of Claim: Two
- Conference with Legal Counsel Existing Litigation
 Government Code Section 54956.9(a)
 City of National City, Successor Agency v. Morgan Square, Inc.
 San Diego Superior Court Case No. 37-2013-00054606-CU-OR-CTL
- 4. <u>Conference with Legal Counsel Existing Litigation</u>
 Government Code Section 54956.9(a)
 City of National City and CDC v. Rosenow Spevacek Group
 Arbitration Matter

CLOSED SESSION (cont.)

SUCCESSOR AGENCY

- Conference with Legal Counsel Existing Litigation
 Government Code Section 54956.9(a)
 City of National City, Successor Agency v. Morgan Square, Inc.
 San Diego Superior Court Case No. 37-2013-00054606-CU-OR-CTL
- 6. Conference with Legal Counsel Existing Litigation
 Government Code Section 54956.9(a)
 City of National City and CDC v. Rosenow Spevacek Group
 Arbitration Matter

ADJOURNMENT

Next Regular City Council and Successor Agency Meetings: Tuesday, September 15, 2015, 6:00 p.m., Council Chambers, Civic Center

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) accepting the improvements completed for the Sweetwater Bikeway Plaza Bonita segment located on the westerly side of Plaza Bonita Road within the City of National City; and 2) authorizing the

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: October 6, 2015

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) accepting the improvements completed for the Sweetwater Bikeway Plaza Bonita segment located on the westerly side of Plaza Bonita Road within the City of National City; and 2) authorizing the Mayor to execute a Memorandum of Understanding between San Diego Association of Governments (SANDAG) and the City of National City regarding maintenance of the Sweetwater Bikeway Plaza Bonita segment within the City of National City

PREPARED BY: Stephen Manganiello DEPARTMENT: Engineering/Public Works

PHONE: 336-4382

APPROVED BY:

11.11 languiel

EXPLANATION:

The San Diego Association of Governments (SANDAG) recently completed construction of approximately 0.45 miles of new Class I Bike Path known as the Sweetwater Bikeway Plaza Bonita segment located on the westerly side of Plaza Bonita Road within the City of National City. The Project closes a gap in the Sweetwater Bikeway and extends approximately 2,000 feet north of the intersection of Plaza Bonita Road and Bonita Mesa Road to approximately 400 feet south of the same intersection connecting to existing Class I Bike Paths at each end. This project was a regional effort supported by the County of San Diego, SANDAG and the City of National City.

City Engineering staff completed a final walkthrough of the project with the contractor and SANDAG this past March and concur that the project was constructed consistent with the plans and specifications. Staff has also reviewed and accepted the final as-built drawings.

Consistent with other capital improvement projects, the local jurisdiction is responsible for on-going maintenance. As such, SANDAG is requesting that the City execute a Memorandum of Understanding regarding maintenance of the facility.

FINANCIAL STATEMENT:	APPROVED:	Finance
ACCOUNT NO.	APPROVED:	MIS
Ongoing maintenance costs of the bike path will to Public Works M&O budget; annual costs for the control of the	pe paid for out of the Department of current fiscal year are estimated to b	f Engineering & pe less than \$5,000
ORDINANCE: INTRODUCTION: FINAL AD	OPTION:	
STAFF RECOMMENDATION:		

Adopt the Resolution accepting completion of the Project and authorizing the Mayor to execute the MOU with SANDAG for maintenance of the Class I Bike Path within National City

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- 1. MOU
- 2. Resolution

MEMORANDUM OF UNDERSTANDING BETWEEN SAN DIEGO ASSOCIATION OF GOVERNMENTS AND THE CITY OF NATIONAL CITY

REGARDING MAINTENANCE OF THE SWEETWATER BIKEWAY PLAZA BONITA SEGMENT WITHIN THE CITY OF NATIONAL CITY, CALIFORNIA

This Memorandum of Understanding ("MOU") is made and entered into effective as of this _____ day of _____, 2015 by and between the San Diego Association of Governments ("SANDAG") and the City of National City, a municipal corporation ("NATIONAL CITY") (collectively the "Parties").

RECITALS

The following recitals are a substantive part of this Agreement:

WHEREAS, the Sweetwater Bikeway is a four (4)-mile bike route that provides transportation and recreational opportunities for pedestrians and bicyclists along the Sweetwater River; and

WHEREAS, both Parties supported the design and construction of 0.45 miles of Class I Bike Path known as the Sweetwater Bikeway Plaza Bonita segment ("PROJECT") located on the westerly side of Plaza Bonita Road within the City of National City. The Project closes a gap in the Sweetwater Bikeway and extends approximately 2,000 feet north of the intersection of Plaza Bonita Road and Bonita Mesa Road to approximately 400 feet south of the same intersection connecting to existing Class I Bike Paths at each end, as depicted in Exhibit 1; and

WHEREAS, on October 7, 2011, SANDAG approved funding to advance the environmental and final design phases of the PROJECT and, with the Fiscal Year 2013 Program Budget, approved funding for the construction phase; and

WHEREAS, as part of the approved funding, SANDAG assumed responsibility as lead agency in project and program implementation of the PROJECT for NATIONAL CITY; and

WHEREAS, final plans and specifications were prepared under the supervision of SANDAG and accepted by the City Engineer of the City of National City on February 20, 2014; and

WHEREAS, on July 29, 2014, SANDAG publicly advertised the PROJECT for competitive bidding; and

WHEREAS, on October 10, 2014, SANDAG awarded Contract No. 5007002 to I/O Environmental & Infrastructure, Inc. ("CONTRACTOR") in the amount of \$781,602.30, for construction of the PROJECT; and

WHEREAS, on October 27, 2014, SANDAG issued a formal Notice to Proceed to the CONTRACTOR; and

WHEREAS, on March 23, 2015, engineers, inspectors and construction management staff from both Parties participated in a final project walkthrough with the CONTRACTOR to verify completion of the PROJECT in accordance with the plans and specifications; and

WHEREAS, based on the results of the final project walkthrough, SANDAG's Principal Construction Engineer recommended final acceptance of the work performed by the CONTRACTOR, effective April 2, 2015; and

WHEREAS, on June 10, 2015, SANDAG's Director of Mobility Management and Project Implementation accepted the work performed by the CONTRACTOR, with concurrence from the City Engineer of the City of National City, as documented in Exhibit 2; and

WHEREAS, the final contract balance for Contract No. 5007002, which includes the original contract award plus all construction change orders, was \$866,046.95; and

WHEREAS, SANDAG authorized the preparation of as-built drawings, which were submitted to the City Engineer for review in May, 2015; and

WHEREAS, following several rounds of review, comments and resubmittals, the final as-built drawings were accepted by the City Engineer on September 15, 2015; and

WHEREAS, NATIONAL CITY agrees to maintain the PROJECT as-built; and

WHEREAS, NATIONAL CITY may utilize the services of contractors, subcontractors, consultants or other agents for maintenance of the PROJECT; and

WHEREAS, the parties wish to memorialize their Agreement in this MOU to carry out the purposes set forth above.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

SANDAG AGREES:

1. Neither NATIONAL CITY nor any employee or officer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by SANDAG under or in connection with any work, authority or jurisdiction delegated to SANDAG under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, SANDAG shall fully defend, indemnify and save harmless NATIONAL CITY, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANDAG under or in connection with any work, authority or jurisdiction delegated to SANDAG under this MOU.

NATIONAL CITY AGREES:

- To accept the improvements completed for the Sweetwater Bikeway Plaza Bonita segment located on the westerly side of Plaza Bonita Road within the City of National City, California.
- To maintain, at its expense, the PROJECT as-built.
- 4. Neither SANDAG nor any officer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by NATIONAL CITY under or in connection with any work, authority or jurisdiction delegated to NATIONAL CITY under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, NATIONAL CITY shall fully defend, indemnify and save harmless SANDAG, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by NATIONAL CITY under or in connection with any work, authority or jurisdiction delegated to NATIONAL CITY under this MOU.

The Parties Mutually Agree:

- 1. That all obligations of SANDAG under the terms of this MOU are subject to the appropriation of the required resources by SANDAG and the approval of the SANDAG Board of Directors.
- Any notice required or permitted under this MOU may be personally served on the other party, by the party giving notice, or may be served by certified mail, return receipt requested, to the following addresses:

For SANDAG
For NATIONAL CITY

401 B Street, Suite 800
San Diego, CA 92101
Attn: Emilio Rodriguez,
Attn: Stephen Manganiello,

Project PM Director of Public Works/City Engineer

- 3. That unless it is amended by the parties in writing, this MOU shall remain in force for so long as the PROJECT improvements remain.
- 4. The indemnification provisions of this MOU shall survive any termination of the MOU.
- 5. This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.
- 6. All terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.
- 7. For purposes of this MOU, the relationship of the parties is that of independent entities and not as agents of each other or as joint venturers or partners. The parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.
- 8. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto who shall be vested with the authority to effect such amendment, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- 9. Nothing in the provisions of this MOU is intended to create duties or obligations to or rights in third parties to this MOU or affect the legal liability of the parties to this MOU to third parties.
- This MOU may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.

day and		WITNESS r first above	WHEREOF, written.	the	Parties	hereto	have	executed	this	MOU	effective	on	the
SAN DIE GOVERI		ASSOCIAT NTS	ION OF				CITY	OF NATION	NAL CI	TY			
GARY L. Executiv		LLEGOS rector					RON I Mayo	MORRISON r	d.				
APPRO\	/ED	AS TO FOR	M:				APPR	OVED AS T	O FO	RM:			
Office of	f the	General Co	ounsel					DIA G. SILV ttorney	/A	_			

EXHIBIT 1 – PROJECT LOCATION SWEETWATER BIKEWAY PLAZA BONITA SEGMENT

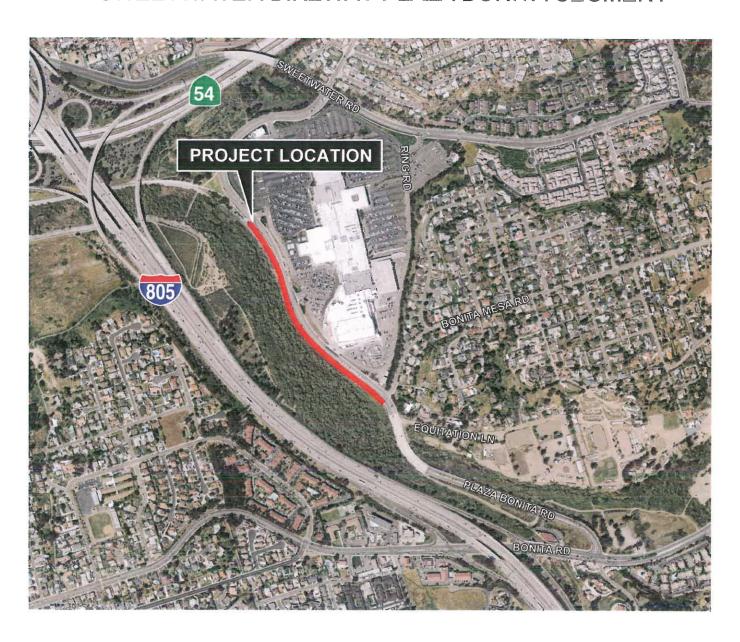


EXHIBIT 2



401 B Street, Suite 800 San Diego, CA 92101-4231 (619) 699-1900 Fax (619) 699-1905 August 12, 2015

CIP 1144500

sandag.org

Mr. Mike Bilodeau President I/O Environmental & Infrastructure, Inc. 2840 Adams Avenue, Suite 301 San Diego, CA 92116

MEMBER AGENCIES Cities of

Cities of Carlsbad Chula Vista Coronado Del Mar El Cajon Encinitas

Encinitas Escondido Imperial Beach

La Mesa Lemon Grove National City Oceanside Poway San Diego San Marcos

San Marcos Santee Solana Beach

Vista

and County of San Diego

ADVISORY MEMBERS

Imperial County

California Department of Transportation

Metropolitan Transit System

North County Transit District

United States Department of Defense

> San Diego Unified Port District

San Diego County Water Authority

Southern California Tribal Chairmen's Association

Mexico

Dear Mr. Bilodeau:

Subject: RELIEF FROM MAINTENANCE AND RESPONSIBILITY AND FINAL ACCEPTANCE – SWEETWATER BIKEWAY PLAZA BONITA SEGMENT PROJECT, CIP 1144500 (CONTRACT 5007002)

I/O Environmental & Infrastructure, Inc., is hereby granted Relief from Maintenance and Responsibility and Final Acceptance for the Sweetwater Bikeway Plaza Bonita Project, effective April 2, 2015.

This is granted in accordance with Section 7-6.05, "Acceptance of Contract" of the Special Provisions and SANDAG Policy No. 024, "Procurement and Contracting – Construction."

Sincerely,

JIM LINTHICUM

Director of Mobility Management and Project Implementation

LTorio

1144500_5007000_SweetwaterBikewayPlazaBonita_RFM_Accept.SCHOI

cc: Ramon Ruelas
John Anderson
Emilio Rodriguez
Louise Torio
Contracts File

ASSOCIATION OF GOVERNMENTS MEMORY San Diego ASSOCIATION OF GOVERNMENTS

June 10, 2015

CIP 1144500

TO:

Jim Linthicum

FROM:

Ramon Ruelas

SUBJECT:

FINAL ACCEPTANCE,

PLAZA BONITA BIKEWAY - CONTRACT 5007002

In the attached memo, Resident Engineer Solomon Choi has recommended that contract acceptance be granted to I/O Environmental & Infrastructure for the project.

Therefore in accordance with Section 7-6.05, "Acceptance of Contract," of the Special Provisions, I recommend that final acceptance of the Piaza Bonita Bikeway Project be granted effective April 2, 2015.

A joint jobsite walk with SANDAG and City of National City was conducted on March 23, 2015, and on that same day, the City signed the final inspection forms for the City inspection record.

RECOMMEND:

CONCUR:

Ramon Ruelas

Principal Construction Engineer

Stephen Manganiello

Director of Engineering/Public Works, National City

APPROVE:

Jim Linthicum

Director of Mobility Management And Project Implementation

Attachments: Memo from RE and City of National City Acceptance

ee:

Jim Linthicum Ramon Ruelas John Anderson

Emilio Rodriguez Stephen Manganiello, City of National City

ASSOCIATION OF GOVERNMENTS MEMORY ME

June 10, 2015

CIP 1144500

TO:

Ramon Ruelas

SANDAG Principal Construction Engineer

FROM:

Solomon Choi, Resident Engineer

SUBJECT:

FINAL ACCEPTANCE

PLAZA BONITA BIKEWAY - CONTRACT 5007002

This is to inform you that the contractor, I/O Environmental & Infrastructure has, to the best of my knowledge, satisfactorily completed Contract 5007002 in accordance with the plans and specifications effective on April 2, 2015.

In accordance with the provisions indicated in Section 7-6.05, "Acceptance of Contract," of the Special Provisions, I recommend that Contract Acceptance be granted on April 2, 2015 for the entire project.

Respectfully,

Solomon Choi Resident Engineer

File CAT 63

cc: Project Manager

RESOLUTION 2015 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING THE IMPROVEMENTS COMPLETED FOR THE SWEETWATER BIKEWAY PLAZA BONITA SEGMENT LOCATED ON THE WESTERLY SIDE OF PLAZA BONITA ROAD WITHIN THE CITY OF NATIONAL CITY; AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) AND THE CITY OF NATIONAL CITY REGARDING MAINTENANCE OF THE SWEETWATER BIKEWAY PLAZA BONITA SEGMENT WITHIN THE CITY OF NATIONAL CITY

WHEREAS, the San Diego Association of Governments (SANDAG) recently completed construction of approximately 0.45 miles of new Class I Bike Path known as the Sweetwater Bikeway Plaza Bonita segment located on the westerly side of Plaza Bonita Road within the City of National City; and

WHEREAS, the Project closes a gap in the Sweetwater Bikeway and extends approximately 2,000 feet north of the intersection of Plaza Bonita Road and Bonita Mesa Road to approximately 400 feet south of the same intersection connecting to existing Class I Bike Paths at each end; and

WHEREAS, because the local jurisdiction is responsible for on-going maintenance of capital improvement projects, SANDAG is requesting that the City execute a Memorandum of Understanding for the maintenance of the facility.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby accepts the improvements completed for the Sweetwater Bikeway Plaza Bonita segment located on the westerly side of Plaza Bonita Road within the City of National City.

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor to execute a Memorandum of Understanding between San Diego Association of Governments (SANDAG) and the City of National City for the maintenance of the Sweetwater Bikeway Plaza Bonita segment within the City of National City.

PASSED and ADOPTED this 6th day of October, 2015.

	Ron Morrison, Mayor
ATTEST:	APPROVED AS TO FORM:
Michael R. Dalla, City Clerk	Claudia Gacitua Silva City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to the Agreement with Project Professionals Corporation to increase the not-to-exceed amount of the Agreement by \$900,000 to provide on-call pr

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: October 6, 2015 AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to the Agreement with Project Professionals Corporation to increase the not-to-exceed amount of the Agreement by \$900,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, plan reviews, constructability reviews, community outreach and communications, and support for public works contracts and/or disputes (funded by various CIP projects)

communications, and support for public works contracts and/or dis	putes (funded by v	arious CIP projects)
PREPARED BY: Stephen Manganiello PHONE: 619-336-4382 EXPLANATION: See attached	APPROVED BY:	Engineering & Public Works
FINANCIAL STATEMENT: ACCOUNT NO.	APPROVED:	Finance MIS
There is no financial impact at this time. Funds will be encumbered approved CIP project appropriations. ENVIRONMENTAL REVIEW: N/A ORDINANCE: INTRODUCTION: FINAL ADOPTION:		
STAFF RECOMMENDATION: Adopt resolution executing a Second Amendment to the Agreemen BOARD / COMMISSION RECOMMENDATION: N/A	t with Project Prof	fessionals Corporation

ATTACHMENTS:

- 1. Explanation
- 2. Second Amendment to Agreement
- 3. Resolution

Explanation:

On April 15, 2014, per City Council Resolution No. 2014-49, the City of National City entered into an agreement with Project Professionals Corporation to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, plan reviews, constructability reviews, community outreach and communications, and support for public works contracts and/or disputes. The Agreement was for a not-to-exceed amount of \$1,500,000 and a term of two years, with the option to extend.

On February 3, 2015, per City Council Resolution No. 2015-13, the City Council authorized the Mayor to execute a First Amendment to the Agreement to increase the not-to-exceed amount by \$900,000, for a total Agreement amount of \$2,400,000.

Project Professionals Corporation is currently performing construction management and inspection services for the following CIP projects:

- National City Waterfront Adventure Center (formerly Aquatic Center)
- Highland Avenue Safety Enhancements
- "D" Avenue & 12th Street Roundabout
- Police Department Electrical Upgrades
- Police Department Property & Evidence Room Upgrades
- Citywide Sewer System Upgrades

In order to complete these projects in a timely manner and to provide support services for upcoming CIP projects, staff is requesting a Second Amendment to the Agreement to increase the not-to-exceed amount by \$900,000.

SECOND AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND PROJECT PROFESSIONALS CORPORATION

This Second Amendment to the Agreement is entered into this 6th day of October, 2015 by and between the City of National City, a municipal corporation ("CITY"), and Project Professionals Corporation (the "CONSULTANT").

RECITALS

WHEREAS, The CITY and the CONSULTANT entered into an Agreement on April 15, 2014, ("the Agreement") through the adoption of City of National City Council Resolution No. 2014-49, wherein the CONSULTANT agreed to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, plan reviews, constructability reviews, community outreach and communications, and support for public works contracts and/or disputes.

WHEREAS, the original Agreement had a not-to-exceed amount of \$1,500,000; and

WHEREAS, the original Agreement is set to expire on April 14, 2016, with optional extensions when mutually agreed upon by the parties; and

WHEREAS, on February 3, 2015, the City Council adopted Resolution No. 2015-13, approving the First Amendment to the Agreement increasing the not-to-exceed amount by \$900,000, for a total Agreement amount of \$2,400,000; and

WHEREAS, to continue timely completion of Capital Improvement Projects, the parties desire to increase the not-to-exceed amount by \$900,000, for a total Agreement amount of \$3,300,000.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement entered into on April 15, 2014 as follows:

- 1. Increase the not-to-exceed amount by \$900,000, for a total Agreement amount of \$3,300,000.
- 2. The parties further agree that with the foregoing exception, each and every term and provision of the Agreement dated April 15, 2014, shall remain in full force and effect.

<Signature page to follow>

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the date and year first above written.

CITY OF NATIONAL CITY	PROJECT PROFESSIONALS CORPORATION
By:Ron Morrison, Mayor	By: Byron S. Wade, President/CEO
	By: Leanne Wade, CFO
APPROVED AS TO FORM:	
Claudia Gacitua Silva City Attorney	

RESOLUTION 2015 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH PROJECT PROFESSIONALS CORPORATION TO INCREASE THE NOT-TO-EXCEED AMOUNT BY \$900,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT, ENGINEERING AND CONTRACT MANAGEMENT, CONSTRUCTION MANAGEMENT AND INSPECTIONS, PLAN REVIEWS, CONSTRUCTABILITY REVIEWS, COMMUNITY OUTREACH AND COMMUNICATIONS, AND SUPPORT FOR PUBLIC WORKS CONTRACTS AND/OR DISPUTES

WHEREAS, on April 15, 2014, the City Council adopted Resolution No. 2014-49, entering into an Agreement with Project Professionals Corporation to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, plan reviews, constructability reviews, community outreach and communications, and support for public works contracts and/or disputes; and

WHEREAS, the Agreement was for a not-to-exceed amount of \$1,500,000 and a term of two years, expiring on April 14, 2016, with the option of a one year extension; and

WHEREAS, on February 3, 2015, City Council adopted Resolution No. 2015-13, authorizing the Mayor to execute a First Amendment to the Agreement to increase the not-to-exceed amount by \$900,000, for a total not to exceed amount of \$2,400,000; and

WHEREAS, Project Professionals Corporation is currently performing construction management and inspection services for the following CIP projects:

- National City Waterfront Adventure Center (formerly Aquatic Center)
- Highland Avenue Safety Enhancements
- "D" Avenue & 12th Street Roundabout
- Police Department Electrical Upgrades
- Police Department Property & Evidence Room Upgrades
- Citywide Sewer System Upgrades; and

WHEREAS, to complete these projects in a timely manner and provide support services for upcoming CIP projects, a Second Amendment to the Agreement is necessary to increase the not-to-exceed amount by \$900,000, for a total not to exceed amount of \$3,300,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a Second Amendment to the Agreement with Project Professionals Corporation to increase the not to exceed amount by \$900,000, for a total not to exceed amount of \$3,300,000, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, plan reviews, constructability reviews, community outreach and communications, and support for public works contracts and/or dispute.

PASSED and ADOPTED this 6th day of October, 2015.

	Ron Morrison, Mayor
ATTEST:	
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Claudia Gacitua Silva City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the appropriation of \$840,000 for the Paradise Creek Educational Park Urban Greening Project reimbursable through the Urban Greening for Sustainable Communities Grant Program under th

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: October 6, 2015 AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the appropriation of \$840,000 for the Paradise Creek Educational Park Urban Greening Project reimbursable through the Urban Greening for Sustainable Communities Grant Program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84); and establishing corresponding revenue and expenditure accounts (no local match required)

PREPARED BY: Stephen Manganiello **DEPARTME** Engineering & Public Works PHONE: (619), 336-4382 APPROVED BY: My Mangimelle **EXPLANATION:** See attached. APPROVED: Male at Finance FINANCIAL STATEMENT: APPROVED: ACCOUNT MIS Revenue account # 296-06191-3463 Expenditure account # 296-409-500-598-6191 (Paradise Creek Educational Park) **ENVIRONMENTAL REVIEW:** N/A

STAFF RECOMMENDATION:

Adopt Resolution appropriating \$840,000 for Paradise Creek Educational Park Urban Greening Project reimbursable through a Prop 84 Urban Greening Grant Program grant

BOARD / COMMISSION RECOMMENDATION:

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

N/A

ATTACHMENTS:

- 1. Explanation w/ Conceptual Exhibit
- 2. Executed Grant Agreement
- 3. Resolution

Explanation

The purpose of the Paradise Creek Educational Park Urban Greening Project is to expand the existing park located behind Kimball Elementary School by converting portions of Hoover Avenue and W. 19th Street into green space. Elements include a community vegetable garden, re-establishment of native vegetation, passive use trails and native plant walks, bio-swales and bio-retention basins, and various educational elements. See attached conceptual exhibit.

On November 5, 2013, per City Council Resolution No. 2013-168, City Council authorized staff to submit an application for Proposition 84 Urban Greening for Sustainable Communities Grant Program funding for the Paradise Creek Educational Park Urban Greening Project, and authorized the City Manager to execute the grant agreement pending award.

On June 3, 2014, the California Strategic Growth Council approved grant funds in the amount of \$840,000 for the Paradise Creek Educational Park Urban Greening Project.

In April, 2015, the City Manager executed Grant Agreement No. U59149-0 with the California Natural Resources Agency for the Project, effective April 1, 2015. See attached fully executed copy of the grant agreement.

In order to allow for reimbursement of project-related expenses, staff is requesting City Council appropriation of \$840,000 and establishment of corresponding revenue and expenditure accounts. There is no required local match for this project.

Outreach to project stakeholders such as the Paradise Creek Educational Foundation, National School District and Kimball Elementary School has already begun. Additional community outreach is planned for the upcoming months. Per the grant agreement, project construction is scheduled to begin by December, 2016.

mununt

E

Kimbali Elementary Vegetable Garden Laboratory (DG Walking Area) Bio-Retention Basin

Wrought Iron Fence

Bioswale

Salt Flat Overlook

Transitional Uplands Native Plant Walk Permeable Pavers

DG Trail

DG Trail and Native Plants South to 22nd Street Gateway

Interpretive Signage (Typ.) Benches (Typ.)

Soll Flor

9th Street

6

Compost/Soil/Mulch Vermiculture Bins Proposed Location for Bicycle Parking

Paradise Creek Educational Park

Fulure Community Portx

Harding Avenue





May 4, 2015

2015 MAY -7 A 9: 59

Steve Manganiello, City Engineer City of National City 1243 National City Boulevard National City, CA 91950

Re:

Proposition 84 – Urban Greening for Sustainable Communities Grant Program Paradise Creek Educational Park (formerly Hoover Avenue Park/Paradise Creek Walk)

Dear Mr. Manganiello,

Enclosed is your copy of the fully executed Grant Agreement number U59149-0 in an amount not to exceed \$840,000.00 for the Paradise Creek Educational Park (formerly Hoover Avenue Park/Paradise Creek Walk) Project. Please distribute copies within your organization as appropriate.

Careful review of this Grant Agreement, the Grant Guidelines and associated forms and documents previously provided is critical to ensure your compliance with the grant program requirements. These documents contain important information regarding your reporting obligations, how to correctly request payments to avoid delays and other pertinent information. The section in your Grant Agreement titled Special Provisions may contain additional restrictions on the availability of your grant funds and should be given special attention.

Once Diane Sousa Lane gets back to the office in mid-August, she will again become your grant administrator. Until then, should you have any questions, please do not hesitate to contact me at (916) 651-7583 or via email at linda.smith@resources.ca.gov.

Sincerely,

Linda M. Smith, Grants Administrator

Bonds and Grants

Enclosures

1416 Minth Street, Suite 1311, Sacramento, CA 95814 Ph. 916.653.5656 Fax 916.653.8102 http://resources.ca.gov

Baldwin Hills Conservancy · California Coastal Commission · California Coastal Conservancy · California Conservancy · California Conservancy



State of California Natural Resources Agency - GRANT AGREEMENT

GRANTEE NAME:

City of National City

PROJECT TITLE:

Paradise Creek Educational Park (formerly Hoover Avenue Park/Paradise Creek Walk)

AUTHORITY:

Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal

Protection Act of 2006 (Prop 84)

PROGRAM:

Urban Greening Project Grants

AGREEMENT NUMBER:

U59149-0

TERM OF LAND TENURE:

20 years from date of project completion as evidenced by Project Certification Form

PROJECT PERFORMANCE PERIOD IS: April 1, 2015 - December 1, 2017

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope described in Exhibit A, and any subsequent amendments, and the State of California, acting through the Resources Agency pursuant to the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION:

See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to exceed

(or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

CITY OF NATIONAL CITY

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY

By Leslie Deese	Ву	Bryan Cash	
Title City Manager	Title	Deputy Assistant Secretary	
Title Oily Manager		11177116	
Date 4/20/15	 Date	7 ()	

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NUMBER			FUND		
\$840,000.00		U59149-0			6051 - Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 (Prop 84)		
ADJ. INCREASING ENCUMBRANCE		APPROPRIATION					,
\$		0540-6051-001-2010-101					
ADJ. DECREASING ENCUMBRANCE		FUNCTION					
\$		Local Assistance					
UNENCUMBERED BALANCE		LINE ITEM ALLOTMENT CHA		PTER	STATUTE	FISCAL YEAR	
\$		0540-6051-101		712		2010	10/11
T.B.A. NO. B.R. NO. INDEX OBJ. EXP		OBJ. EXPEND	PCA		PROJECT NUMBER		
		0540	751	305	91	U59149	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

SIGNATURE OF ACCOUNTING OFFICER

GRANT AGREEMENT State of California - The Natural Resources Agency

Grantee Name:

City of National City

Project Title:

Paradise Creek Educational Park (formerly Hoover Avenue Park/Paradise

Creek Walk)

Agreement Number:

U59149-0

Authority:

Safe Drinking Water, Water Quality and Supply, Flood Control, River

and Coastal Protection Bond Act of 2006 - Proposition 84

Program:

Urban Greening for Sustainable Communities Grant Program

PROJECT DESCRIPTION

Expand existing community space adjacent to school site and planned development; create a safe route to school path, edible garden and remove a significant amount of hardscape for bioswale and native vegetation.

A detailed Project Scope and activities, project schedule and Project Budget are described and attached hereto as Exhibit A.

Grant Funds are to be used to preserve, enhance, increase or establish community green areas such as urban forest, open spaces, wetlands and community spaces (e.g., community gardens), in accordance with the provisions contained in the Urban Greening for Sustainable Communities Grant Program and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

- 1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the California Urban Greening for Sustainable Communities Grant Program Grant Guidelines and Application (Application Guidelines). Size, location and number of signs shall be determined by the State. Required signage must be in place before Grant Funds for construction will be released.
- 2. As conditions precedent to the State's obligation to make any construction funding available pursuant to this Agreement, Grantee shall first provide evidence of compliance with CEQA by January 31, 2016.
- 3. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. Approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

- 15. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
- 16. The term "Project Scope" means the description or activity for work to be accomplished by the Urban Greening Project.
- 17. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

- Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
- 2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
- 3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond May 1, 2019.
- 4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the Urban Greening for Sustainable Communities Grant Program and is consistent with the intent cited in the original Application,

If a grantee's project is disapproved on grounds related to the Natural Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

- 5. Projects must comply with Labor Code Section 1771.8 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771.5 (b).
- Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and

- Grant Funds in this award have a limited period in which they must be expended. Grantee
 expenditures funded by the State must occur within the time frame of the Project
 Performance Period as indicated in this Agreement.
- 4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

- 1. Grantee shall promptly provide Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
- 2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
- 3. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
- 4. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than <u>May 1, 2019</u>.
- 5. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.
- 6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
- 7. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

- Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State.
- 2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of

- Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
- 2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
- Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

- I. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
- 2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of TWENTY (20) YEARS, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
- 3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
- 4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
- 5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
- 6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Urban Greening projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

EXHIBIT A

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

Urban Greening for Sustainable Communities Grant Program
Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84)

Grantee Name:

City of National City

Project Title:

Paradise Creek Educational Park

Agreement Number:

U59149-0

Project Scope:

Expand existing community space adjacent to Kimball Elementary School and planned development; create a new safe route to school path, an edible community garden and remove a significant amount of hardscape to create bioswales and a native vegetation park.

- Remove approximately 13,600 sq. ft. asphalt paving from Hoover Avenue and W. 19th Street
- Establish approximately 0.07 acres of native vegetation with temporary irrigation during its establishment
- install an educational native garden and approximately 500 foot long plant walk with interpretive elements explaining the site's unique salt flat and other habitats
- Establish approximately 14,000 sq. ft. of decomposed granite nature trail along Paradise Creek
- Establish a community garden for use by both the public and school children
- Install a cistern to collect and recycle rain water
- Construct a large water-quality bioswale to retain and treat storm water run-off

The public will be able to access the new park elements via new entry gateways installed at W. 19th Street (west end) and Hoover Avenue (north end) adjacent to the school.

Project Schedule:

Activity Description	Timeline (Due Date)
Obtain Notice to Proceed from State	April 1, 2015
Submit county-recorded CEQA docs to State	January 31, 2016
Submit final site design/plans/specifications to State	June 30, 2016
Submit evidence of bond acknowledgment signage	October 1, 2016
Award construction contract	November 1, 2016
Mobilization, begin construction, restoration, and/or other key activities.	December 1, 2016
File Notice of Completion with County	October 1, 2017
Record MOUGA/Deed Restrictions Document, and Submit Project Closeout package with final Payment Request to State	December 1, 2017

COST ESTIMATE / BUDGET

Project Elements	Total Amount	Prop 84 Urban Greening Grant	National City CIP (Local Match) ³
	\$	\$	\$
A. Project Management Costs ¹		Sun	TBI
Project Management (non-participating)	TBD	N/A	TB
	TBD	N/A	10
B. Planning, Design, & Permitting			
Environmental Permitting/CEQA	\$75,000	\$75,000	
Design (Site improvements, Planting Pallete)	\$125,000	\$125,000	
Public Outreach	\$10,000	\$10,000	
Subtotal Tasks 1A & 1B (not to exceed 25% of grant)	\$210,000	\$210,000	
2. Site Preparation ²			
General Conditions & Mobilization	\$20,000	\$20,000	
Clearing & Grubbing	\$35,000	\$35,000	
Grading Gradustria	\$40,000	\$40,000	
Soil	\$21,000	\$21,000	
Bio-retention Basin	\$20,000	\$20,000	
Stormwater Pollution Control	\$40,000	\$40,000	
Subtotal Task 2	\$176,000	\$176,000	
3. Landscaping/Plant Establishment ²	\$7,500	\$7,500	
Trees	\$37,500		
Irrigation	\$17,600		
Transitional Uplands Plant	\$3,600		
Bio-retention Basin Plants	\$66,200		
Subtotal Task 3			
4. Site Elements ²	\$28,360	\$28,360	
Trails - DG Path, Walking Area	\$14,675		
Metal Edging	\$65,100		
Permeable Pavers	\$6,125	The second secon	
Curb and Gutter			
Benches	\$5,100 \$45,000		
Raised Beds			
Vermiculture and Compost Bins	\$1,60		
Wrought Iron Fence	\$10,000		
Wrought Iron Gate	\$2,00		
Cistern w/ pump	\$120,00		
Interpretive/Educational Signage	\$30,00		
Subtotal Task 4	\$327,96		
5 Contingency (not to exceed 10% of grant)	\$59,84	Marie Control of the	
Grand Total	\$840,00	\$840,000	<u> </u>

Notes: 1 City will provide project management services at its own expense

^{*} Only direct project-related management costs supported by detailed time data will be eligible for reimbursemement.

RESOLUTION 2015 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE APPROPRIATION OF \$840,000 FOR THE PARADISE CREEK EDUCATIONAL PARK URBAN GREENING PROJECT REIMBURSABLE THROUGH THE URBAN GREENING FOR SUSTAINABLE COMMUNITIES GRANT PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (PROPOSITION 84); AND ESTABLISHING CORRESPONDING REVENUE AND EXPENDITURE ACCOUNTS (NO LOCAL MATCH REQUIRED)

WHEREAS, the purpose of the Paradise Creek Educational Park Urban Greening Project (the "Project") is to expand the existing park located behind Kimball Elementary School by converting portions of Hoover Avenue and West 19th Street into green space; and

WHEREAS, elements of the Project include a community vegetable garden, reestablishment of native vegetation, passive use trails and native plant walks, bio-swales and bio-retention basins, and various educational elements; and

WHEREAS, on November 5, 2013, the City Council adopted Resolution No. 2013-168 authorizing staff to submit an application for Proposition 84 Urban Greening for Sustainable Communities Grant Program funding for the Paradise Creek Educational Park Urban Greening Project, and authorized the City Manager to execute the grant agreement pending the award; and

WHEREAS, on June 3, 2014, the California Strategic Growth Council approved reimbursable grant funds in the amount of \$840,000 for the Paradise Creek Educational Park Urban Greening Project; and

WHEREAS, in April, 2015, the City Manager executed Grant Agreement No. U59149-0 with the California Natural Resources Agency for the Project, effective April 1, 2015; and

WHEREAS, for the Project to proceed, an appropriation in the amount of \$840,000, and the establishment of corresponding revenue and expenditure accounts, is required; and

WHEREAS, the City will be reimbursed \$840,000 in grant funds for project construction expenses from the Urban Greening for Sustainable Communities Grant Program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes an appropriation in the amount of \$840,000 for the Paradise Creek Educational Park Urban Greening Project, which will be reimbursed through the Urban Greening for Sustainable Communities Grant Program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84).

PASSED and ADOPTED this 6th day of October, 2015.

	Ron Morrison, Mayor
ATTEST:	
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Claudia Gacitua Silva City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a Subordination Agreement with T&T Community Properties, LLC, a California limited liability company, subordinating the Deed of Trust that secures a HOME Investme

CITY OF NATIONAL CITY, CALIFORNIA **COUNCIL AGENDA STATEMENT**

MEETING DATE: AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Subordination Agreement with T&T Community Properties, LLC, a California limited liability company, subordinating the Deed of Trust that secures a HOME Investment Partnership Program loan for \$717,500 on eight restricted rental units located at 138 Norton Avenue in National City for the purpose of refinancing existing debt.

PREPARED BY: Carlos Aguirre, Community Dev. Prog. Mgr. DEPARTMENT:

APPROVED BY:

Housing, Grants, & Asset

EXPLANATION:

PHONE: 619 336-4391

T&T Community Properties, LLC, a California limited liability company, organized under the laws of the State of California ("Borrower") is the owner of an 8-unit multifamily rental housing project ("Project") located at 138 Norton Avenue in National City. In 2011, the City of National City made a loan for \$717,500 from the HOME Investment Partnerships ("HOME") Program to assist in the substantial rehabilitation of the Project. The Borrower desires to refinance existing debt of approximately \$550,000 on the Project through a new mortgage for the principal amount not to exceed \$550,000 from California Bank and Trust ("Lender"). In order to provide the loan, the Lender requires the subordination of the Deed of Trust that secures the City's HOME funds. The new loan will effectively lower the interest rate from 6.0% to approximately 4.5% providing additional cash flow to pay off the City's HOME loan sooner. Christensen & Spath, LLP, Special Counsel to the City, has reviewed the Subordination Agreement. Deed of Trust, and Promissory Note for the new loan from the Lender.

FINANCIAL ST	ATEMENT:	APPROVED:	Finance
ACCOUNT NO.		APPROVED:	MIS
N/A			
ENVIRONMEN	TAL REVIEW:		
N/A			
ORDINANCE:	INTRODUCTION:	FINAL ADOPTION:	
STAFF RECON	MENDATION:		
Staff recomme	ends the adoption of a re	solution to execute the Subordination A	greement.
	MISSION RECOMMENDA	TION:	
N/A			
ATTACHMENT	<u>'S</u> :		
1. Subord	ination Agreement		
Staff recomme BOARD / COM N/A ATTACHMENT	MMENDATION: ends the adoption of a re- MISSION RECOMMENDA S:	solution to execute the Subordination A	greement.

RECORDED AT THE REQUEST OF AND WHEN RECORDED RETURN TO:

CALIFORNIA BANK & TRUST 2399 Gateway Oaks Drive, Suite 110 Sacramento, CA 95833 Attention: Debi Graham

> SPACE ABOVE LINE FOR RECORDER'S USE

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROJECT BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is made and entered into as of the 24th day of August, 2015 by T & T COMMUNITY PROPERTIES LLC, a California limited liability company ("Borrower"), and the CITY OF NATIONAL CITY ("City"), and CALIFORNIA BANK & TRUST, a California banking corporation ("Bank").

RECITALS

- A. Borrower is the fee simple owner of that certain real property comprised of an 8-unit apartment building on 12,197 square feet of land located at 138 Norton Avenue, National City, County of San Diego, State of California, which is more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Land").
- B. Pursuant to that certain Business Loan Agreement dated as of ________, 2015 between Borrower and Bank (the "Bank Loan Agreement"), Bank has agreed to make a term loan to Borrower in a principal amount not to exceed \$550,000.00 (the "Bank Loan") for the purpose of refinancing the 8-unit apartment building for low-income housing and related amenities (collectively the "Improvements") on the Land. The Land and the Improvements are referred to collectively herein as the "Project." The Bank Loan is evidenced by a Promissory Note made by Borrower to the order of Bank in the original principal amount of Five Hundred

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Fifty Thousand and No/100 Dollars (\$550,000.00) dated as of ________, 2015 (the "Bank Note") and secured by that certain Deed of Trust and Fixture Filing executed by Borrower, as trustor, in favor of Bank, as beneficiary, dated as of _______. 2015 and to be recorded in the Official Records of San Diego County substantially concurrently herewith (the "Bank Deed of Trust"). The Bank Loan Agreement, the Bank Note, the Bank Deed of Trust and all other agreements and instruments made or entered into by Bank and/or Borrower in connection with the Bank Loan are hereinafter referred to as the "Bank Encumbrances."

- C. Pursuant to that certain Acquisition, Rehabilitation and Permanent Financing Loan Agreement dated as of July 28, 2011 between City and Borrower (the "Subordinate Loan Agreement"), City has agreed to make a loan to Borrower in the maximum principal amount of \$717,500.00 (the "Subordinate Loan"). The Subordinate Loan is evidenced by that certain Promissory Note dated as of August 15, 2011 and made by Borrower to the order of City (the "Subordinate Note") and secured by (i) that certain Deed of Trust executed by Borrower, as trustor, in favor of City, as beneficiary, dated August 15, 2011 and recorded in the Official Records of San Diego County (the "Official Records") on August 23, 2011 as Instrument No. 2011-0432186 (the "Subordinate Deed of Trust"); (ii) that certain Declaration of Covenants, Conditions and Restrictions (Tenant Restrictions) executed by Borrower and the City, dated as of August 15, 2011 and recorded on August 23, 2011 as Instrument No. 2011-0432185 in the Official Records (the "Subordinate CC&Rs"); and (iii) that certain UCC-1 Financing Statement given by Borrower, as debtor, in favor of City, as secured party and recorded on August 23, 2011 as Instrument No. 2011-9432187 in the Official Records (the "Subordinate UCC-1 Financing Statement").
- D. The Subordinate Loan Agreement, the Subordinate Note, the Subordinate Deed of Trust, the Subordinate CC&Rs, the Subordinate UCC-1 Financing Statement and all other agreements entered into by and between City and Borrower in connection with Subordinate Loan are hereinafter referred to as the "City Encumbrances".
- E. As a condition of Bank's willingness to enter into the Bank Loan Agreement and make the Bank Loan, Bank requires that the Bank Encumbrances be unconditionally (and at all times remain) a lien or charge upon the Project, prior and superior to the City Encumbrances and all indebtedness secured thereby, and that City specifically and unconditionally subordinate the lien and charge of the City Encumbrances and indebtedness secured thereby to the Bank Encumbrances.
- F. City and Borrower intend that the Bank Encumbrances shall unconditionally be and remain at all times a lien or charge upon the Project prior and superior to the City Encumbrances and all indebtedness secured thereby. City has agreed to specifically and unconditionally subordinate and subject the City Encumbrances and all indebtedness secured thereby, to the lien and charge of the Bank Encumbrances.
- G. It is to the mutual benefit of the parties hereto that Bank make the Bank Loan; and City is willing that the Bank Encumbrances shall, when recorded, constitute a lien or charge upon the Project which is unconditionally prior and superior to the lien or charge of the City Encumbrances.

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COVENANTS

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

- 1. The foregoing Recitals are hereby incorporated into this Agreement as agreements among the parties.
- 2. The Bank Encumbrances, and (subject to paragraph 3) any modifications, renewals or extensions thereof, and any advances, as permitted in the Bank Note (including interest on such advances), thereunder, or secured thereby, together with Bank's right to repayment of the Bank Loan and Bank's rights under any other of the Bank Encumbrances (including all sums advanced for the purposes of protecting or further securing the lien of the Bank Deed of Trust or curing defaults by Borrower under the Bank Encumbrances), shall unconditionally be and remain at all times liens or charges on the Project, prior and superior to (a) the City Encumbrances and all indebtedness secured thereby, (b) all loans, grants and advances of money made pursuant thereto; and the City Encumbrances and all indebtedness secured thereby, all loans, grants and advances of money made pursuant thereto, are hereby subjected, and made subordinate to the lien of charge of the Bank Encumbrances.
- 3. This Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the City Encumbrances and all indebtedness secured thereby, and all loans, grants and advances of money made pursuant thereto, to the lien or charge of the Bank Encumbrances, and shall supersede and cancel any prior agreements to subordinate the City Encumbrances and all indebtedness secured thereby to the Bank Encumbrances.
 - 4. City declares agrees, and acknowledges that:
- (a) Subject to the limitations set forth in paragraph 3 above, City acknowledges all provisions of the Bank Encumbrances and all other documents and agreements evidencing, securing or otherwise relating to the Bank Loan. Notwithstanding anything to the contrary in the City Encumbrances, including, specifically Sections 1.1(b)(4) and 1.3 of the Subordinate Loan Agreement, Section 29 of the Subordinate CC&Rs, Section 2(c) of the Subordinate Note, City hereby specifically consents to the making of the Bank Loan to Borrower as an approved refinance loan, and City acknowledges and agrees that the making of the Bank Loan shall not trigger an event of default under the City Encumbrances or acceleration under the City Note;
- (b) Bank in disbursing the proceeds of the Bank Loan is under no obligation or duty to, nor has Bank represented that it will, see to the application of such proceeds by the person or persons to whom Bank disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in the Bank Loan Agreement or the Bank Deed of Trust shall not defeat the subordination herein made in whole or in part;

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- (c) City intentionally and unconditionally subordinates the City Encumbrances and all indebtedness secured thereby, and all loans, grants, and advances of money pursuant thereto, in favor of the lien or charge upon the Project of the Bank Encumbrances, the Bank's right to repayment of the Bank Loan and Bank's rights under any other of the Bank Encumbrances (including all sums advanced for the purposes of protecting or further securing the lien of the Bank Deed of Trust or curing defaults by Borrower under the Bank Encumbrances), and understands that in reliance upon, and in consideration of, this subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this subordination; and
- Until the City receives a written notice of an event of default from Bank with respect to the Bank Encumbrances pursuant to Section 5 (a) below, the City shall be entitled to retain for its own account all payments made under or pursuant to the City Encumbrances. Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of an event of default under the Bank Encumbrances, it will not make any payments under or pursuant to the City Encumbrances (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Deed of Trust) without the Bank's prior written consent. The City agrees that, after it receives a notice of an event of default under the Bank Encumbrances from the Bank with written instructions directing the City not to accept payments from the Borrower on account of the City Encumbrances, it will not accept any payments under or pursuant to the City Encumbrances (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Deed of Trust) without the Bank's prior written consent. If the City receives written notice from the Bank that the event of default under the Bank Encumbrances which gave rise to the City's obligation not to accept payments has been cured, waived, or otherwise suspended by the Bank, the restrictions on payment to the City in this Section 4 shall terminate, and the Bank shall have no right to any subsequent payments made to the City by the Borrower prior to the City's receipt of a new notice of event of default under the Bank Encumbrances from the Bank in accordance with the provisions of this Section 4(d). If, after the City receives a notice of an event of default under the Bank Encumbrances from the Bank, the City receives any payments under the City Encumbrances, the City agrees that such payment or other distribution will be received and held in trust for the Bank and unless the Bank otherwise notifies the City in writing, will be promptly remitted, in kind to the Bank, properly endorsed to the Bank, to be applied to the principal of, interest on and other amounts due under the Bank Encumbrances in accordance with the provisions of the Bank Encumbrances. By executing this Agreement, the Borrower specifically authorizes the City to endorse and remit any such payments to the Bank, and specifically waives any and all rights to have such payments returned to the Borrower or credited against the Subordinate Loan. Borrower and Bank acknowledge and agree that payments received by the City, and remitted to the Bank under this Section 4, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to the Bank waive any event of default under the Subordinate Loan which may arise from the inability of the City to retain such payment or apply such payment to the Subordinate Loan.
- (e) The City Encumbrances have not been modified, amended or supplemented since the closing of the Subordinate Loan and the City and Borrower

SMRH:442394805.3 -4-

acknowledge, confirm and agree that the payments due under the Subordinate Note are thirty percent (30%) of Residual Receipts (as defined in the Subordinate Note) as set forth in Section 2 of the Subordinate Note.

- 5. In consideration of City's covenants and agreements contained in this Agreement, Bank hereby agrees for the benefit of City as follows:
- (a) In the event of any default by Borrower under the Bank Note or the Bank Encumbrances, Bank shall provide the City written notice giving the City an additional sixty (60) days to cure such default after the City's receipt of any such notice, prior to the Bank filing a notice of default with the San Diego County Recorder's Office.
- (b) The City shall have the same rights as the Borrower's rights to cure the default under the Bank Note or Bank Encumbrances at any time prior to a foreclosure sale under the Bank Deed of Trust.
- (c) Notwithstanding the foregoing, City hereby agrees that Bank may, at any time and from time to time, supplement, modify, amend, extend, renew, waive, accelerate or otherwise change any of the terms or provisions of the Bank Encumbrances, including increase the principal amount of the Loan, change the rate of interest or the time and manner for principal and interest payments, and release or reconvey any security for the Loan, all without the consent of, and without notice to, City. Any such supplement, modification, amendment, extension, renewal, waiver, acceleration or change to any of the terms or provisions of the Bank Encumbrances shall not affect this Agreement.
- 6. This Agreement shall be binding upon and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.
- 7. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California, without giving effect to the conflict of laws principles of said state.
- 8. This Agreement may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Agreement.
- 9. City acknowledges that Bank's address for purposes of receiving notice to which it is entitled under this Agreement is as follows:

California Bank & Trust 2399 Gateway Oaks Drive, Suite 110 Sacramento, CA 95833 Attention:

10. Bank acknowledges that City's address for purposes of receiving notice to which it is entitled under this Agreement is as follows:

SMRH:442394805.3 -5-

City of National City 1243 National City Boulevard National City, CA 91950-4397 Attention:

- 11. Each of the parties hereto will, whenever and as often as they shall be requested to do so by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement, and to do any and all further acts reasonably necessary to carry out the intent and purpose of this Agreement.
- 12. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

[END OF PAGE – CONTINUED ON PAGE 7]

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTERESTS IN THE PROJECT BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

WHEREAS, this Subordination Agreement has been executed as of the date first written above.

BANK:	CITY:
CALIFORNIA BANK & TRUST, a California banking corporation	CITY OF NATIONAL CITY,
By: Debi Graham Its: Vice President	By: Name: Title:
"Bank"	"Subordinating Party"
	APPROVED AS TO FORM:
	CHRISTENSEN & SPATH LLP, Special Counsel to the City
	By: Name:

BOR	ROWER:
	T COMMUNITY PROPERTIES LLC ifornia limited liability company
Ву:	Mitchell L. Thompson Managing Member

LEGAL DESCRIPTION

Real property in the City of National City, County of San Diego, State of California, described as follows:

ALL OF LOT 34 AND THAT PORTION OF LOT 36, BLOCK 3 PARADENA PARK, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1404, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 16, 1912, LYING SOUTHERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID LOT 36 DISTANT THEREON 50.00 FEET SOUTHERLY FROM THE MOST NORTHERLY CORNER THEREOF; THENCE WESTERLY IN A STRAIGHT LINE TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 36 AT A POINT WHICH IS DISTANT THEREON 25.00 FEET SOUTHERLY FROM THE NORTHWESTERLY CORNER THEREOF.

EXCEPTING FROM SAID LOT 34 THE SOUTHERLY 65.00 FEET MEASURED AT RIGHT ANGLES TO THE SOUTHERLY LINE.

APN: 554-013-16-00

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)	
County of Sacramen (O)	
On	bscribed to the within e same in his/her/their the instrument the person(s), or
I certify under PENALTY OF PERJURY under the laws of the S foregoing paragraph is true and correct.	tate of California that the
WITNESS my hand and official seal.	LEONORA GORDON Commission # 1986761 Notary Public - California Sacramento County My Comm. Expires Jul 30, 2016
Signature Honological Soldon	

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California) County of)
On
WITNESS my hand and official seal.
Signature
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of
document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of, before me,, a Notary Public, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California) County of
document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California) County of

SMRH:442394805.3 -11-

RESOLUTION 2015 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A SUBORDINATION AGREEMENT WITH T&T COMMUNITY PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, SUBORDINATING THE DEED OF TRUST THAT SECURES A HOME INVESTMENT PARTNERSHIP PROGRAM LOAN FOR \$717,500 ON EIGHT RESTRICTED RENTAL UNITS LOCATED AT 138 NORTON AVENUE IN NATIONAL CITY FOR THE PURPOSE OF REFINANCING EXISTING DEBT

WHEREAS, T&T Community Properties, LLC, a California limited liability company, organized under the laws of the State of California ("Borrower"), is the owner of an eight-unit multifamily rental housing project (the "Project") located at 138 Norton Avenue in National City; and

WHEREAS, in 2011, the Community Development Commission of the City of National City made a loan for \$717,500 from the HOME Investment Partnerships Program to assist in the substantial rehabilitation of the Project; and

WHEREAS, the Borrower desires to refinance existing debt of approximately \$550,000 on the Project through a new mortgage for the principal amount not-to-exceed \$550,000 from California Bank & Trust (the "Lender"); and

WHEREAS, In order to provide the loan, the Lender requires the subordination of the Deed of Trust that secures the HOME funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a Subordination Agreement and any other Escrow related documents as necessary. After being recorded by the County of San Diego, a copy of the Subordination Agreement will be on file in the office of the City Clerk.

PASSED and ADOPTED this 6th day of October, 2015.

	Ron Morrison, Mayor
ATTEST:	
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Claudia Gacitua Silva City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing, 1) the Mayor to execute Program Supplement Agreement No. N010 with the State of California Department of Transportation for the National City Safe Routes to School (SRTS) Ped Enhance

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:	October 6, 2015			AGENDA ITEN	I NO.
Supplement Agree SRTS Ped Enhanc	ment No. N010 with t ements Project to allo	of National City authorizing the State of California Depo ow for reimbursement of upon Program (ATP), and; 2)	artment of Transp o to \$50,000 in eli	ortation for the National project expending the project expending	ditures
PREPARED BY: \$ PHONE: (619) 336 EXPLANATION:	Stephen Manganiell 3-4382	do	DEPARTME APPROVED B	11	olic Works
See attached.			197(1.1)	Manzamiel C,	•
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ACCOUNT	<u>:MENI</u> :		APPROVED:	001	Finance
Revenue Account		98 0-598-6166 (Safe Route	APPROVED:_ es to School)		MIS
ORDINANCE: INT	RODUCTION:	FINAL ADOPTION:			
STAFF RECOMME					
Adopt the Resolut	tion				İ
BOARD / COMMIS	SION RECOMMEND	ATION:			
ATTACHMENTS:					
 Explanation Program St 	n upplemental Agreer	ment			

3. Resolution

Explanation

On September 27, 2014, the California Department of Transportation (Caltrans) awarded a \$350,000 Federal Active Transportation Program (ATP) grant for the National City SRTS Ped Enhancements Project. The State has allocated \$50,000 for the Project Approval and Environmental Documents (PA&ED) phase. On August 21, 2015, Caltrans issued an Authorization to Proceed to the City for the PA&ED phase, establishing the date for eligible reimbursement. The remaining balance, which will be used for final design / engineering, will be available pending completion of the PA&ED phase. Staff is pursuing grant opportunities to fund project construction. There is no local match requirement.

The potential improvements will be based on barriers identified during a series of comprehensive Walk Audits as part of the City's SMART Foundation Plan. Pedestrian barriers identified during the walk audit include: lifted sidewalks, utility poles within sidewalks/pedestrian curb ramps, substandard pedestrian curb ramps, and a lack of crosswalks, pedestrian ramps, signage and signals. The project will address these barriers by providing the following enhancements: high visibility crosswalks, ADA accessible ramps with truncated domes, pedestrian crosswalk signs and sidewalk enhancements at key locations.

Staff recommends authorizing the Mayor to execute Program Supplement Agreement No. No. No. No. 10 to Administering Agency-State Master Agreement No. 11-5066R, as required to allow for reimbursement of eligible project expenditures through the Federal ATP. Staff also recommends appropriation of \$50,000 to corresponding expenditure account for Safe Routes to School.

PROGRAM SUPPLEMENT NO. NO10 **Adv Project ID** Date: September 4, 2015 1115000089 Location: 11-SD-0-NATC ADMINISTERING AGENCY-STATE AGREEMENT Project Number: ATPL-5066(025) FOR FEDERAL-AID PROJECTS NO 11-5066R E.A. Number: Locode: 5066 This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 05/02/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master. Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached). The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages. PROJECT LOCATION: National City at various locations. TYPE OF WORK: National City SRTS Ped Enhancements LENGTH: 0.0(MILES) **Estimated Cost Federal Funds Matching Funds** LOCAL M3E2 \$50,000.00 OTHER \$50,000.00 \$0.00 \$0.00 CITY OF NATIONAL CITY / STATE OF CALIFORNIA Department of Transportation By Chief, Office of Project Implementation Ron Morrison, Mayor Title **Division of Local Assistance** October 6, 2015 Date Date ____ Attest -I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance: **Accounting Officer** \$50,000.00 Statutes Chapter Item Year Program BC Category **Fund Source AMOUNT**

STATE OF CALIFORNIA. DEPARTMENT OF TRANSPORTATION PROGRAM SUPPLMENT AND CERTIFICATION FORM PROFERENCE OF TRANSPORTATION.

PSCF (REV. 01/2010)

Page	4	of	1
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TO:		CONTROLLER'	S OFFICE		DATE PREPARED:		PROJECT NUMBER:
		s Audits			9/8/2015	<u> </u>	11115000089
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FROM		rtment of Tra	nsportation				*
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ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

- 1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
 - B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
 - C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal

obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seg.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

- G. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.
- H. This PROJECT is programmed to receive Federal funding from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the component specific allocation or the effective date of the federal obligation of funds.

- I. STATE and ADMINISTERING AGENCY agree that any additional funds made available for new phase(s) of work by future Federal obligations will be encumbered on this PROJECT by use of a Federal Highway Administration-approved "Authorization to Proceed" notification and State Finance Letter. ADMINISTERING AGENCY also agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration and that STATE funds available for reimbursement will be limited to the amounts allocated by the California Transportation Commission and/or STATE.
- J. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a Federal Highway Administration-approved "Authorization to Proceed" notification, a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.
- K. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.
- L. The submittal of invoices for PROJECT costs shall be in accordance with the above-referenced publications and the following. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance, whichever occurs first, to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.
- M. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these Federal funds.
- N. This PROJECT is subject to the timely use of funds provisions enacted by the ATP Guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

O. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program Guidelines, as adopted or amended.

FINANCE LETTER

Date: 09/14/2015
Agency: 11-SD-0-NATC
Project No: ATPL-5066(025)
EA No:

Attention: City of National City

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This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: MC Sr. Area Engineer

For questions regarding finance letter, contact:

Printed Name: Richard Ke

Telephone No: (916) 553-4797

Remarks: Toll credit is used in lieu of local match.

	8			ACCON	CCOUNTING IN	INFORMATION	ATPL	ATPL-5066(025)	Cooperative Work Agreemen	rk Agreement
ADV. PROJ. ID	APPROP. UNIT	STATE PROG. FED/STA	FEDISTATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	APPROVED	EXPIRATION DATE
1115000089	15108	2030720100	L	\$50,000.00	1415	\$0.00	\$50,000.00	06/30/20		

RESOLUTION 2015 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. N010 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE NATIONAL CITY SRTS PED ENHANCEMENTS PROJECT TO ALLOW FOR REIMBURSEMENT OF UP TO \$50,000 IN ELIGIBLE PROJECT EXPENDITURES THROUGH THE FEDERAL ACTIVE TRANSPORTATION PROGRAM, AND AUTHORIZING THE ESTABLISHMENT OF FUND APPROPRIATIONS AND A CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF \$50,000

WHEREAS, on September 27, 2014, the California Department of Transportation (Caltrans) awarded a \$350,000 Federal Active Transportation Program ("ATP") grant to the City of National City for the National City SRTS Ped Enhancements Project; and

WHEREAS, the State allocated \$50,000 for the Project Approval and Environmental Documents ("PA&ED") phase, with the remaining balance for final design and engineering, available pending completion of the PA&ED phase; and

WHEREAS, the project will address potential pedestrian barriers previously identified during a walk audit by providing the following enhancements: high visibility crosswalks, ADA accessible ramps with truncated domes, pedestrian crosswalk signs, and sidewalk enhancements at key locations.

NOW, THEREFORE, BE IT RESOLED that the City Council of the City of National City hereby authorizes the Mayor to execute Program Supplement Agreement No. N010 to Administering Agency-State Master Agreement No. 11-5066R, as required, to allow for reimbursement of eligible project expenditures through the Federal Active Transportation Program.

BE IT FURTHER RESOLVED that the City Council authorizes the establishment of appropriations and the corresponding revenue budget in the amount of \$50,000.

PASSED and ADOPTED this 6th day of October, 2015.

	Ron Morrison, Mayor
ATTEST:	APPROVED AS TO FORM:
Michael R. Dalla, City Clerk	Claudia Gacitua Silva City Attorney

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - 8th Annual Tower of Terror sponsored by the National City Fire Fighters Association October 31, 2015 from 5 p.m. to 9 p.m. at Fire Station 34 located at 343 East 16th Street. This is a National City sponsored event per Council Polic

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: October 6, 2015 AGENDA ITEM NO.

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Temporary Use Permit — 8th Annual Tower of Terror sponsored by the National City Firefighters Association October 31, 2015 from 5 p.m. to 9 p.m. at Fire Station 34 located at 343 East 16th Street. This is a National City sponsored event per Council Policy No. 804.

DEPARTMENT: Neighborhood Services Department PREPARED BY: Dionisia Trejo PHONE: (619) 336-4255 APPROVED BY: **EXPLANATION:** This is a request from the National City Firefighters Association Local 2744 to conduct the Tower of Terror event on October 31, 2015 from 5pm to 9pm at Fire Station 34 located at 343 East 16th Street. The event will use the Fire Department's Training Tower as a haunted house. Participants will enter the tower via "C" Avenue. Upon exiting the tower, the yard will be used for a costume contest, and distribution of candy. Participants will exit via D Avenue. Applicant has requested to close C Avenue at E.16th Street to the 1500 Block of "C" Avenue and the use of the large City stage has been requested. FINANCIAL STATEMENT: APPROVED: Finance ACCOUNT NO. APPROVED: MIS The City has incurred \$237.00 for processing the TUP, \$385.52 for Public Works and \$924.82 for Police event services. Total fees are \$1,547.34

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval. This is a National City-sponsored event per Council Policy No. 804.

BOARD / COMMISSION RECOMMENDATION:

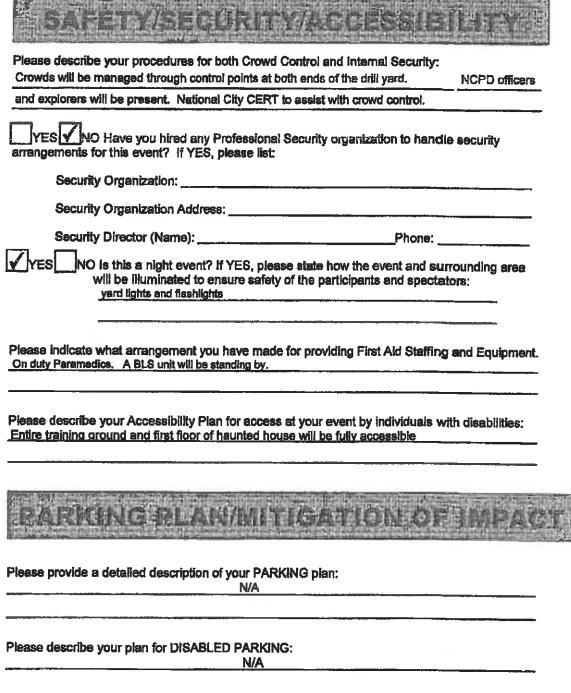
ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval.

Type of Evant: Public Concert Parade Demonstration Motion Picture Feir Festival Circus Block Party
Event Title: Tower of Terror
Event Location: 343 E,16th St. Fire Station 34
Event Date(s): From to 10/31/15
Actual Event Hours: AM to 5-9 PM
Total Anticipated Attendance: 2550 (50 Participants 2500 Spectators)
Setup/assembly/construction Date: 10/17/15 Start time: 8:00 AM
Please describe the scope of your setup/assembly work (specific details):
Tower of Terror will be constructed in the weeks prior to the event by NCFFA personnel
Dismantie Date: 11-1-15 Completion Time: 5:00 PM
List any street(s) requiring closure as a result of this event. Include street name(s), day and time of reopening.
C Street will need to be close at 16th street using barricades
C Street will need to be close at 18th street using barricades
C Street will need to be close at 16th street using barricades
THE LICENTAIND SHOWS OF THE
TATELICANT AND SPENSOR INC.
Sponsoring Organization; National City Firefighters NCFFA Local 2744 Chief Officer of Organization (Name) Brian Krepps President Applicant (Name): James Stiles
Sponsoring Organization: National City Firefighters NCFFA Local 2744 Chief Officer of Organization (Name) Brian Krepps President
Sponsoring Organization: National City Firefighters NCFFA Local 2744 Chief Officer of Organization (Name) Brian Krepps President Applicant (Name): James Stiles Address: 1927 Denver St. San Diego, CA 92110
Sponsoring Organization: National City Firefighters NCFFA Local 2744 Chief Officer of Organization (Name) Brian Krepps President Applicant (Name): James Stiles Address: 1927 Denver St. San Diego, CA 92110 Daytime Phone: 336-4566 Evening Phone: (619) 517-5787
Sponsoring Organization: National City Firefighters NCFFA Local 2744 Chief Officer of Organization (Name) Brian Krepps President Applicant (Name): James Stiles Address: 1927 Denver St. San Diego, CA 92110

HELS/Artole Eles/Repeter No.	5-0.1
Is your organization a "Tax Exempt, nonprofit" organization? YES NO Are admission, entry, vendor or participant fees required? YES NO	
If YES, please explain the purpose and provide amount(s):	
\$0.00 Estimated Gross Receipts Including ticket, product and sponsorship sales from this event.	
\$ 1,700 Estimated Expenses for this event.	
\$ <u>0.00</u> What is the projected amount of revenue that the Nonprofit Organization wreceive as a result of this event?	rifl
OVERALL EVENT DESCRIPTION	TIGN
Please provide a DETAILED DESCRIPTION of your event. Include details regarding any components of your event such as the use of vehicles, animals rides or any other pertinent information about the event. Transform fire department training tower into haunted house. City to host halloween costume contest.	
Other group such as A.R.T.S. will be invited to participate along with free side walk CPR training	
provided.	
YES NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers? If NO, ilst any additional dealers involved in the sale:	
YES NO Does the event involve the sale or use of alcoholic beverages? YES NO Will items or services be sold at the event? If yes, please describe:	

TO PERCHAPATE AND	(L)
YES NO Does the event involve a moving route of any kind along streets, sidewa highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.	iks d
YES NO Does the event involve a fixed venue site? If YES, attach a detailed site m showing all streets impacted by the event.	ap
YES NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 2 Sizes 1001000000000000000000000000000000000	
YES NO Will the event involve the use of the City or your stage or PA system? SPECIFY: Both Stage and PA will be needed for costume contest	
In addition to the route map required above, please attach a diagram showing the overall lay and set-up locations for the following items:	out/
Alcoholic and Nonalcoholic Concession and/or Beer Garden areas. Food Concession and/or Food Preparation areas. Please describe how food will be sen at the event:	ved
If you intend to cook food in the event area please specify the method: GASELECTRICCHARCOALOTHER (Specify):	
Portable and/or Permanent Toilet Facilities Number of portable toilets:(1 for every 250 people is required, unless the applicant show that there are facilities in the immediate area available to the public during the even Tables #_10 and Chairs #_75 Fencing, barriers and/or barricades Generator locations and/or source of electricity Canoples or tent locations (include tent/canopy dimensions) Booths, exhibits, displays or enclosures Scaffolding, bleachers, platforms, stages, grandstands or related structures Vehicles and/or trailers Other related event components not covered above Trash containers and dumpsters	cant)
(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a cl condition.) Number of trash cans: 6 Trash containers with lide:	82 1
Describe your plan for clean-up and removal of waste and parbage during and after the event. NOFFA will clean the trainin yard after the event using trash dumpaters onsits.	<u>.</u>
Request from public works for street sweeper to driver through the training ground the day after event	



Please describe your plans to notify all residents, businesses and churches impacted by the event:

Signs will be posted in front of station (as in years past). Filers sent out to all schools/community groups

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.



YES NO	Are there any musical entertainment features related to your event? If YES,
	please state the number of stages, number of bands and type of music. Number
	of Stages: Number of Bands:
	Type of Music:
YES NO	Will sound amplification be used? If YES, please indicate:
Start time:	AM Finish TimePM
	Will sound checks be conducted prior to the event? If YES, please indicate:
Start	time:PM Finish TimePM
	Please describe the sound equipment that will be used for your event:
YES.VNO	Fireworks, rockets, or other pyrotechnics? If YES, please describe:
	Any signs, banners, decorations, special lighting? If YES, please describe: Halloween lighting and sponsorship banners will be hung
	inside and outside the training tower

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

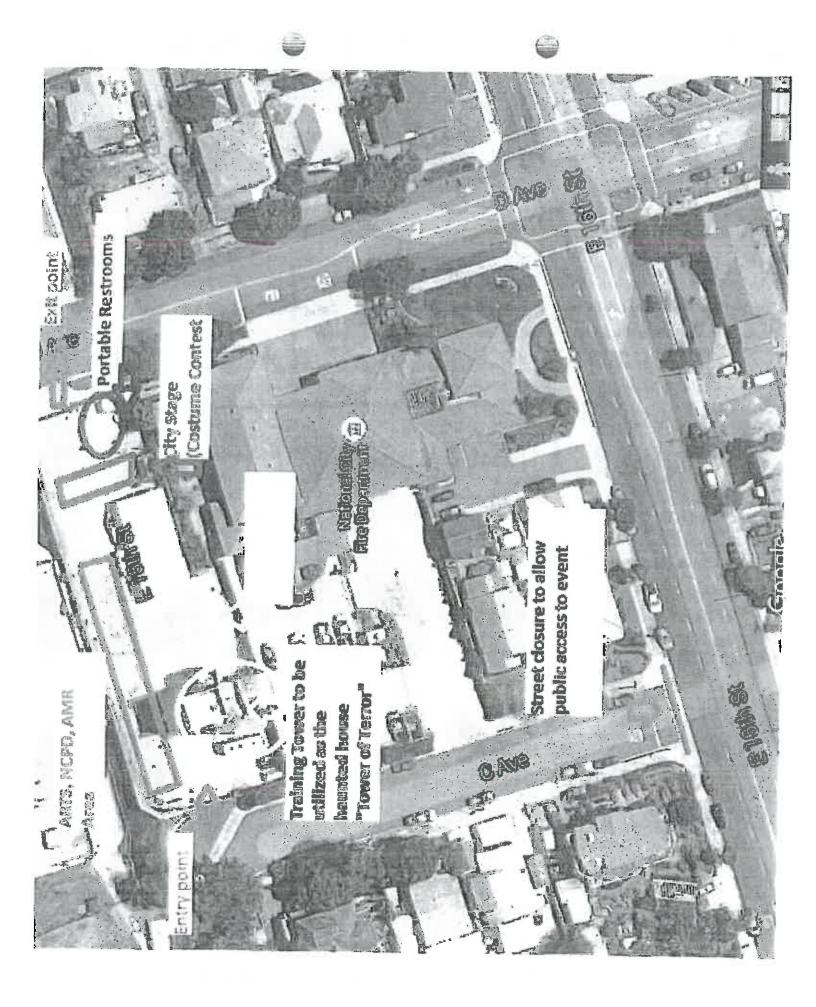
Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

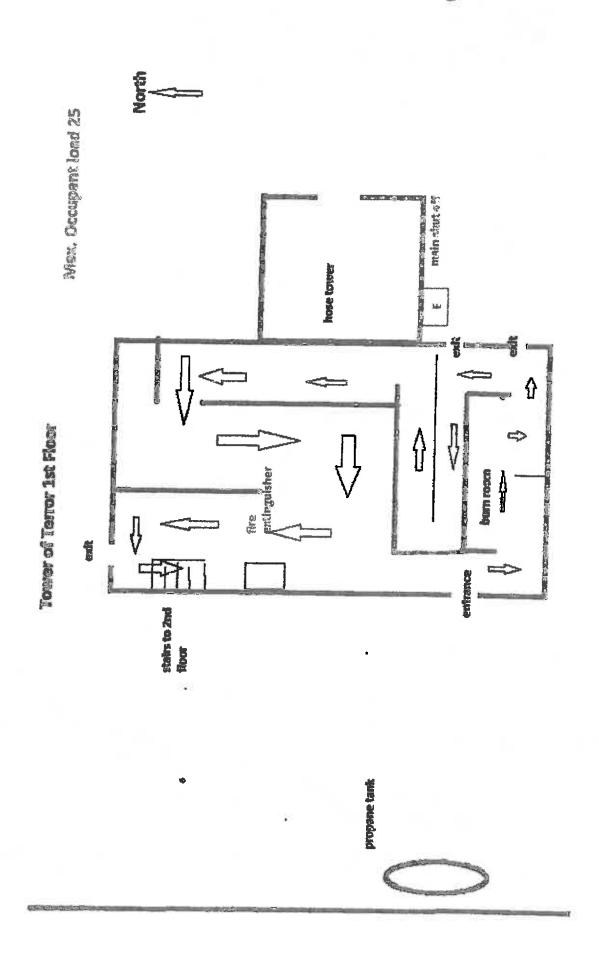
Organization National City Firefighters N	ICFFA Local 2744
Person in Charge of Activity James Stiles	
Address 1927 Denver St. San Diego, C	CA 92110
Telephone 619-336-4566 Date(s) of Use	10/31/2015

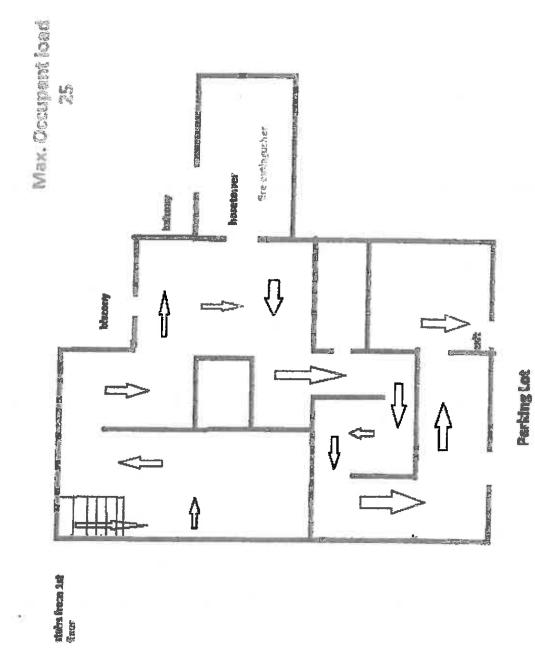
HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Stinature of Applicant Official Title Pate James D. Stiles For Office Use Only	Captain	National City	Fire Dept
Certificate of Insurance Approved	Date		







CITY OF NATIONAL CITY NEIGHBORHOOD SERVICES DEPARTMENT APPLICATION FOR A TEMPORARY USE PERMIT RECOMMENDATIONS AND CONDITIONS

SPONSORING ORGANIZATION: City of National City

EVENT: Tower of Terror

DATE OF EVENT: October 31, 2015 TIME OF EVENT: 5 p.m. to 9 p.m.

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS [x]
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	[] ON	SEE CONDITIONS [x]
POLICE	YES [x]	[] ON	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	[] ON	SEE CONDITIONS [x]
			• •

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

Engineering:

Install two barricades and a Road Closed Sign (R11-2) on a Type III barricade at 16th and C Avenue.

Inform all affected residents along C Avenue five days prior to event.

RISK MANAGER (619) 336-4370

Provide valid copy of insurance certificate naming the City of National City.

Provide Additional insured endorsement naming the City of National City as an additional named insured

PUBLIC WORKS (619)366-4580

Street Division:

- 1. Staff will post No Parking signs along affected streets before the event.
- 2. Staff will barricade affected streets and remove them at the conclusion of the event.
- 3. The cost to provide street personal support for this event is estimated to be \$385.52

Standard Hrs.	2 X \$32.57	\$ 65.14
No Parking signs	20 X \$ 0.45	\$ 9.00
Equipment	6 X \$19.09	\$ 114.54
Barricades	4 X \$ 0.35	\$ 1.40
Overtime	4 X \$48.86	\$ 195.44
	Language (
Total		\$ 385.52

Parks Division:

The Parks Division is going to deliver the Stage and PA system on 10/29/15 at 10:00 am and pick up is going to be on 11/1/15 after 7:00am

Facilities Division:

 Staff will deliver tables and chairs next to the tower prior to the event during regular work hours. No overtime hours for staff. Firefighters staff will set up and tear down tables and chairs.

FIRE (619) 336-4550

Fee: No Fee

Inspection: Inspection Required

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to area to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.
- 2) Fire Hydrants shall not be blocked or obstructed.
- 3) Access to the street to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.
- 4) Fire Department access into and through the area are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches
- 5) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 6) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).

- 7) Fire Extinguishers shall be placed inside haunted house. Extinguishers shall be 2A:10BC type. Fire extinguisher to be mounted in a visible location between 3½ to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. Signs shall be present to indicate placement of extinguisher. Sign shall be illuminated so that it can be seen in the dark.

 All fire extinguishers to have a current State Fire Marshal Tag attached. Please see attached
- 8) Occupancy load shall be provide by the Building Official and posted in conspicuous area.
- 9) Provide signage at the entrance of the attraction notifying the public of strobe lights and theatrical effects used in the haunted house
- 10) This event shall be adequately staffed to control occupant load and assist patrons in exiting should an evacuation become necessary.
- 11) Exit signs shall be provided inside of haunted house to indicate emergency exit. All exit signs shall be green (City Ordinance) in color and be provided with a 90 minute battery back-up in case of power loss.
- 12) Staff shall have the ability to immediately stop all theatrical music and sound effects in an emergency. Staff shall have the means to contact each other in order to provide emergency information to one another.
- 13) All decorative material (decorations, drapes, backdrops, and props) shall be either inherently flame retardant or labeled as such or shall be treated with a flame retardant registered with the California State Fire Marshal. Any material not appropriately labeled or certified as fire retardant shall be flame tested and approved by the NCFD.
- 14) Fabric used in exit paths shall not overlap. The curtain must be cut from top to bottom and not secured in any way.
- 15) Decorative material, props and or performer shall not obstruct, confuse, or obscure exits, pathways, exit signs, or emergency lighting units.
- 16) Staff shall have the ability to turn on all lights in an emergency.
- 17) Flood and strobe lights shall be plugged directly into a wall outlet, a listed multi-plug power strip, or a single listed extension cord. Do not exceed the amperage for the extension cord and circuit.

- 18) Extension cords shall be UL listed, in good condition, and appropriate for their use. Only UL listed power strips with over-current protection shall be used when the number of outlets provided is adequate. Power strips shall be plugged directly into provided outlets and shall not be plugged into one another in series.
- 19) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only.
- 20) "NO SMOKING" signs shall be provided at the entrance and throughout the attraction.
- 21) Good Housekeeping shall be maintained throughout the attraction and exit pathways.
- 22) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas etc.
- 23) First Aid will be provided by organization.
- 24) The Hunted House shall be erected following the California Fire Code (CFC) Chapter 9, Appendix K and any other associated codes.

Note: Fees can only be waived by City Council.

COMMUNITY SERVICES:

Community Services will be coordinating the costume contest on the City stage.

POLICE:

We will have to have two officers for the event on overtime. I know it is a City sponsored event, but the City should know what the cost will be. The cost will be \$924.82 (total) for two officers for 6 hours, this includes "donning" and "doffing" plus the hours of the event.

CITY ATTORNEY:

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager. Participants entering the Tower of Terror should execute a facility use waiver.

The following page(s) contain the backup material for Agenda Item: Warrant Register #7 for the period of 08/12/15 through 08/18/15 in the amount of \$3,083,941.76. (Finance)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: October 6, 2015 AGENDA ITEM NO. ITEM TITLE: Warrant Register #7 for the period of 08/12/15 through 08/18/15 in the amount of \$3,083,941.76 (Finance) PREPARED BY: K. Apalategui **DEPARTMENT:** Finance PHONE: 619-336-4572 APPROVED BY: **EXPLANATION:** Per Government Section Code 37208, attached are the warrants issued for the period of 08/12/15 through 08/18/15. Consistent with Department of Finance practice, listed below are all payments above \$50,000. Vendor Check/Wire Amount Explanation City of San Diego 319133 Transportation of Sewer & Treatment 1,297,834.27 Kimley Horn and Assoc 319154 131,331.99 Paradise Creek Restoration Tristar Risk Management 467122 67.821.50 July 2015 WC Replenishment Public Emp Ret System 8132015 370,986.24 Service Period 7/21/15 – 8/03/15 **FINANCIAL STATEMENT:** APPROVED: ACCOUNT NO. APPROVED: MIS Reimbursement total \$3,083,941,76 **ENVIRONMENTAL REVIEW:** This is not a project and, therefore, not subject to environmental review. ORDINANCE: INTRODUCTION: FINAL ADOPTION: **STAFF RECOMMENDATION:** Ratification of warrants in the amount of \$3,083,941.76 **BOARD / COMMISSION RECOMMENDATION:** N/A **ATTACHMENTS:**

Warrant Register #7



WARRANT REGISTER #7 8/18/2015

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
MEYERS NAVE	LEGAL SERVICES / S A	319124	8/18/15	643.00
SWEETWATER AUTHORITY	WATER UTILITES / S A	319125	8/18/15	281.56
AIRGAS WEST	MOP#45714 WEARING APPAREL	319126	8/18/15	642.10
ALLSTATE POLICE EQUIPMENT	INV 92267 / 92463 / FLAT TOP MOUNT PD	319127	8/18/15	6,417.38
BLUE VIOLET NETWORKS	REPAIR PUBLIC SAFETY SERVER	319128	8/18/15	1,430.00
BOOT WORLD	MOP#64096 WEARING APPAREL	319129	8/18/15	116.62
CALIFORNIA COMMERCIAL SECURITY	MOP#45754 BUILDING AND STRUCTURE REPAIRS	319130	8/18/15	291.58
CALIFORNIA DIESEL COMPLIANCE	CLEAN METHOD STAGE 1&2 CLEANING / PW	319131	8/18/15	885.00
CITY OF LEMON GROVE	LIABILITY CLAIM COSTS	319132	8/18/15	3,223.39
CITY OF SAN DIEGO	TRANSPORTATION OF SEWER & TREATMENT	319133	8/18/15	1,297,834.27
COMMERCIAL AQUATICS	CHEMICAL PUMP/NATURAL TUBING	319134	8/18/15	3,721.59
COUNTY OF SAN DIEGO	PERMIT FEES - HAZARDOUS MATERIALS	319135	8/18/15	856.00
COUNTY OF SAN DIEGO	BUILDING RECORDS	319136	8/18/15	10.00
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET	319137	8/18/15	614.38
DIAZ, R	REFUND: INSURANCE PREMIUM	319138	8/18/15	301.34
DISCOUNT SPECIALTY CHEMICALS	ROUGH SCRUBS/HAND SANITIZER	319139	8/18/15	309.37
D-MAX ENGINEERING	STORMWATER SERVICES	319140	8/18/15	31,851.77
DONNOE & ASSOCIATES INC	POLICE LIEUTENANT TEST RENTAL & SHIPPING FEE	319141	8/18/15	1,300.00
ESGIL CORPORATION	PLAN CHECK AND INSPECTION / BUILDING	319142	8/18/15	1,940.52
EXPRESS PIPE AND SUPPLY CO INC	PLUMBING PARTS & MATERIALS	319143	8/18/15	55.99
FASTSIGNS	PRINTED/CUT VINYL - PUBLIC WORKS	319144	8/18/15	499.98
FERNANDEZ, K	REIMB: RENEWAL OF BOARD ENGINEERS	319145	8/18/15	116.00
GOODYEAR TIRE & RUBBER COMPANY	MOP#72654 TIRES	319146	8/18/15	476.88
GRAINGER	MOP#65179 WEARING APPAREL	319147	8/18/15	166.61
GREEN MECHANICAL CONTRACTORS	CITY-WIDE HVAC SERVICE AND REPAIRS	319148	8/18/15	1,109.00
GROSSMAN PSYCHOLOGICAL	PRE-EMPLOYMENT EVALUATIONS	319149	8/18/15	2,750.00
HEALTH AND HUMAN RESOURCE CENTER	EMP ASSISTANCE PROGRAM-AUG 2015	319150	8/18/15	773.28
JANIKING OF CALIFORNIA INC	JANITORIAL SUPPLIES / PW	319151	8/18/15	919.00
JERAULDS CAR CARE CENTER	R & M CITY VEHICLES	319152	8/18/15	592.58
KAISER FOUNDATION HEALTH PLANS	RETIREES INS - AUG 2015	319153	8/18/15	21,917.56
KIMLEY HORN AND ASSOC INC	PARADISE CREEK RESTORATION	319154	8/18/15	131,331.99
KONICA MINOLTA	COPIER EQUIP LEASE / 6/1/15-6/30/15	319155	8/18/15	2,372.77
L C ACTION POLICE SUPPLY	INV 335306 / PISTOLS WITH NIGHTLIGHTS	319156	8/18/15	18,934.11
MASON'S SAW	MOP#45729 SMALL TOOLS	319157	8/18/15	619.95
NATIONAL CITY CHAMBER	NC TOURISM MARKETING FEE-JUNE 2015	319158	8/18/15	39,212.27
NATIONAL CITY CHAMBER	COMMUNITY ENHANCEMENTS/JAN-JUN 2015	319159	8/18/15	25,000.00
NATIONAL CITY CHAMBER	COMMUNITY ENHANCEMENTS/JUL-DEC 2015	319160	8/18/15	25,000.00
NATIONAL PEN	JONAS PENS / POLICE DEPARTMENT	319161	8/18/15	496.01
NFPA FULFILLMENT CENTER	NATIONAL FIRE CODES SUBSCRIPTION	319162	8/18/15	1,395.00
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO PARTS	319163	8/18/15	163.45
PRO BUILD	MOP#45703 SUPPLIES	319164	8/18/15	1,043.90
PRUDENTIAL OVERALL SUPPLY	MOP#45707 WEARING APPAREL	319165	8/18/15	193.43
QUAL CHEM CORPORATION	GRANULAR SEWER LINE MAINTENER / PW	319166	8/18/15	499.22
QUESTYS SOLUTIONS	ADDING QUESTYS AUTOFILING FEATURE	319167	8/18/15	700.00
RED SEA ENTERPRISES	PENCILS / NATIONAL NIGHT OUT	319168	8/18/15	147.28
RED WING SHOES STORE	SAFETY BOOTS - FLORES / PW	319169	8/18/15	125.00
ROCKY MOUNTAIN SUNSCREEN	(2) GALLON SUNSCREEN SPF 30 / FIRE	319170	8/18/15	236.41
RODRIGUEZ, M	REIMB: FBINAA ANNUAL TRAINING	319171	8/18/15	1,413.28
S.D.C.L.E.E.A.A.	EXPLORER ACADEMY ENROLLMENT	319172	8/18/15	440.00
			-	



WARRANT REGISTER #7 8/18/2015

PAYEE	DESCRIPTION		CHK NO	DATE	AMOUNT
SDG&E	STREET DIVISION GAS & EL	ECTRIC CHARGES	319173	8/18/15	1,574.41
SHRED IT USA	MONTHLY SHREDDING / PO	LICE	319174	8/18/15	726.83
SOUTH BAY MOTORSPORTS	INV 41454238 TIRE SERVICE		319175	8/18/15	492.71
SOUTHERN CALIF TRUCK STOP	MOP#45758 GAS AND OIL		319176	8/18/15	208.62
SOUTHWEST SIGNAL SERVICE	SERVICE TECHNICIAN MAIN	TENACE	319177	8/18/15	8,750.81
STAPLES ADVANTAGE	MOP 45704. OFFICE SUPPLI	ES / SEC 8	319178	8/18/15	661.09
STC TRAFFIC INC	DEPOSIT 1724; BAYSHORE I	BIKEWAY	319179	8/18/15	2,750.00
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER	R BILL	319180	8/18/15	858.58
SYMBOLARTS, LLC	PINS 1" NATIONAL CITY PD I	BADGE	319181	8/18/15	440.00
T MAN TRAFFIC SUPPLY	MOP#76666 TRAFFIC CONTR	ROL SUPPLIES	319182	8/18/15	951.02
THE HOME DEPOT CREDIT SERVICES	INSECT KILLER/GLUE BOAR	DS/STRIP	319183	8/18/15	256.33
THE JBC GROUPS LLC	CALRECYCLE ANNUAL REPO	ORT	319184	8/18/15	900.00
TRANE US INC	HVAC INSTALLATION AND R	EPAIR / PW	319185	8/18/15	678.68
U S BANK	CREDIT CARD EXP - CITY MO	GR/COUNCIL	319186	8/18/15	1,000.00
U S HEALTHWORKS	PRE-EMPLOYMENT PHYSICA	ALS	319187	8/18/15	1,531.00
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 PLUMBING MAT	ERIALS	319188	8/18/15	230.45
VERONICA TAM & ASSOCIATES	HUD'S REGIONAL ANALYSIS	1	319189	8/18/15	468.72
VISION SERVICE PLAN	VISION SVC PLAN (CA) AUG 2015		319190	8/18/15	408.48
VULCAN MATERIALS COMPANY	MATERIALS FOR PW-STREETS DIVISION		319191	8/18/15	103.05
WILSON, R	EDUCATIONAL REIMBURSE	MENT	319192	8/18/15	314.00
YBARRA, A	EDUCATIONAL REIMBURSE	MENT	319193	8/18/15	140.00
				A/P Total	1,654,815.60
WIRED PAYMENTS				701 1044	1,00 1,010.00
TRISTAR RISK MANAGEMENT	JULY 2015 WC REPLENISHM	ENT	467122	8/13/15	67,821.50
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 07/21/15 -	08/03/15	8132015	8/13/15	370,986.24
SECTION 8 HAPS	Start Date	End Date			
	8/12/2015	8/18/2015			5,250.94
PAYROLL					
Pay period Start Date	End Date	Check Date			
17 8/4/2015	8/17/2015	8/26/2015			984,067.48
		GRAND TOTAL			\$ 3,083,941.76

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372 HEREBY CERTIFY TO THE ACCURACY OF THE DE AVAILABILITY OF FUNDS FOR THE PAYMENT THEE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS RI	EMANDS LISTED ABOVE AND TO THE REOF AND FURTHER THAT THE ABOVE
MARK ROBERTS, FINANCE	LESLIE DEESE, CITY MANAGER
FINANCE COMMI	TTEE
RONALD J. MORRISON, MAY	OR-CHAIRMAN
JERRY CANO, VICE-MAYOR	ALEJANDRA SOTELO-SOLIS, MEMBER
MONA RIOS, MEMBER	ALBERT MENDIVIL, MEMBER
I HEREBY CERTIFY THAT THE FOREGOING CLAIMS A THE CITY TREASURER IS AUTHORIZED TO ISSUE SA BY THE CITY COUNCIL ON THE 6th OF OCTOBER, 2015	ID WARRANTS IN PAYMENT THEREOF
AYES	
NAYS	
ABSENT	

The following page(s) contain the backup material for Agenda Item: Warrant Register #8 for the period of 08/19/15 through 08/25/15 in the amount of \$271,509.74. (Finance)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:	October 6, 2015		AGENDA ITEM NO.
ITEM TITLE: Warrant Register (Finance)	#8 for the period of 08/	/19/15 through 08/2	5/15 in the amount of \$271,509.74
PREPARED BY: PHONE: 619-336-EXPLANATION: Per Government through 08/25/15.	4572 Section Code 37208, a	ittached are the war	DEPARTMENT: Finance APPROVED BY: Tants issued for the period of 08/19/15
		practice, listed belov	w are all payments above \$50,000.
<u>Vendor</u>	Check/Wire	<u>Amount</u>	Explanation
ARJIS	319199	66,562.00	Network & Circuit Charges
SDG&E	319256	54,623.81	Gas & Electric Utilities
FINANCIAL STATE ACCOUNT NO.	MENT:		APPROVED: Manufacture Finance
Reimbursement to	otal \$271,509.74		APPROVED: MIS
ENVIRONMENTAL		ubject to environme	ntal review.
ORDINANCE: INT	RODUCTION: F	FINAL ADOPTION:	
Ratification of war	NDATION: rants in the amount of S	\$271,509.74	
BOARD / COMMISS	SION RECOMMENDATION	ON:	
ATTACHMENTS: Warrant Register	/ 8		



WARRANT REGISTER #8 8/25/2015

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
AIRGAS WEST	MOP#45714 MATERIALS / PARKS	319194	8/25/15	126.24
ALDEMCO	CONSUMABLES- NUTRITION CENTER	319195	8/25/15	3,902.74
ALL FRESH PRODUCTS	CONSUMABLES- NUTRITION CENTER	319196	8/25/15	1,057.11
ALL THE KINGS FLAGS	CITY WIDE FLAGS & ACCESSORIES POLES	319197	8/25/15	493.18
AQCS ENVIRONMENTAL	WASTE HAULING - 1726 WILSON AVE	319198	8/25/15	740.00
ARJIS	NETWORK & CIRCUIT CHARGES	319199	8/25/15	66,562.00
ASPEN RISK MANAGEMENT GROUP	PROFESSIONAL SERVICES	319200	8/25/15	3,458.00
ASSI SECURITY INC	PROXCARD ACCESS CARDS	319201	8/25/15	1,131.80
AT&T	PHONE SVC 07/01/15 - 07/31/15	319202	8/25/15	357.32
AT&T	PHONE SVC 07/01/15 - 07/31/15	319203	8/25/15	43.53
AT&T MOBILITY	WIRELESS SVC 07/13/15 - 08/12/15	319204	8/25/15	141.40
BAUER COMPRESSORS	AUDILARM STRIKER AND VALVE ASSY/FIRE	319205	8/25/15	306.68
BAVENCOFF JR, D	REIMB: SHERMAN BLOCK SUPERVISORY	319206	8/25/15	81.00
BOOT WORLD	MOP#64096 WEARING APPAREL	319207	8/25/15	472.18
BROADWAY AUTO ELECTRIC	MOP#72447 AUTO PARTS	319208	8/25/15	267.05
CALIFORNIA POLICE CHIEFS ASSOC	MEMBERSHIP - CHIEF RODRIGUEZ	319209	8/25/15	210.00
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT - JUNE 2015	319210	8/25/15	896.98
CITY OF NATIONAL CITY	PETTY CASH INCREASE - HR	319211	8/25/15	75.00
CITY OF SAN DIEGO	NETWORK CONNECTION/SUPPORT	319212	8/25/15	1,500.00
COMMERCIAL AQUATICS	CITY WIDE PUMP REPAIRS	319213	8/25/15	115.10
COUNTY OF SAN DIEGO	PERMIT FEE / PW	319214	8/25/15	50.00
COUNTY OF SAN DIEGO	SHARE OF PC REVENUE - JULY 2015	319215	8/25/15	10,141.50
COUNTY OF SAN DIEGO	PERMIT RENEWAL 9/30/15 - 9/30/16	319216	8/25/15	530.00
COUNTY OF SAN DIEGO	MAIL PROCESSING / JUNE 2015	319217	8/25/15	5,265.59
COX COMMUNICATIONS	INTERNET SVC 08/07/15 - 09/06/15	319218	8/25/15	3,632.32
COX COMMUNICATIONS	COX INTERNET SERVICES / JUNE 2015	319219	8/25/15	142.55
CYBRARYN SOLUTIONS	CYBRARIAN ANNUAL SUBSCRIPTION / MIS	319220	8/25/15	1,139.95
DANIELS TIRE SERVICE	MOP#76986 TIRES	319221	8/25/15	154.71
DELTA DENTAL	COBRA DENTAL INS - JULY 2015	319222	8/25/15	370.89
DICKEY, M	REFUND: PC - NC1121105001	319223	8/25/15	50.00
ENTERPRISE FLEET MANAGEMENT	FLEET LEASE & MAINTENANCE	319224	8/25/15	29,629.28
EXPERIAN	CREDIT CHECKS/INVESTIGATIONS- PD	319225	8/25/15	43.40
FLORES, R	REIMB: WEARING APPAREL	319226	8/25/15	45.00
FOREIGN SPEEDO INC	SPEEDOMETER CHECKS ON PATROL VEHICLES	319227	8/25/15	105.00
GRAINGER	MOP#65179 ELECTRICAL SUPPLIES	319228	8/25/15	1,829.22
GUTIERREZ JR, C	SUBSISTENCE: DRUG ABUSE RECOGNITION	319229	8/25/15	384.00
HDL COREN & CONE	CONTRACT SVCS PROPERTY TAX	319230	8/25/15	2,640.00
HEALTH NET	HEALTH NET - JULY 2015 R1192Q	319231	8/25/15	1,726.35
HYDRO SCAPE PRODUCTS INC	MOP#45720 WATER PIPE VALVE	319232	8/25/15	64.03
IRON MOUNTAIN	RECORDS/DOCUMENT STORAGE-JUL 2015	319233	8/25/15	314.00
JOHN DEERE LANDSCAPES	MOP#69277 HORTICULTURAL ITEMS	319234	8/25/15	672.51
KAISER FOUNDATION HEALTH PLANS	RETIREES INS - COBRA JUL 2015	319235	8/25/15	509.71
LASER SAVER INC	MOP 45725. INK CARTRIDGES / POLICE	319236	8/25/15	1,360.67
MAINTEX INC	JANITORIAL SUPPLIES-FACILITIES	319237	8/25/15	1,073.61
MAN K9 INC	POLICE K-9 TRAINING	319238	8/25/15	2,800.00
MASON'S SAW	REPAIRS AND PURCHASES OF SAWS	319239	8/25/15	1,536.70
MAYER REPROGRAPHICS	VARIOUS PLAN CHECKS	319240	8/25/15	291.44
MOSSY NISSAN	REIMB: PARKING CITATION NC4150616012	319241	8/25/15	80.00
NATIONAL CITY AUTO TRIM	R & M FOR CITY VEHICLES	319242	8/25/15	583.20



WARRANT REGISTER #8 8/25/2015

<u>PAYEE</u>	<u>DESCRIPTION</u>	CHK NO	DATE	AMOUNT.
NATIONAL CREDIT REPORTING	CREDIT REPORTING FOR S8	319243	8/25/15	11.85
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES- NUTRITION	319244	8/25/15	156.36
PARKHOUSE TIRE	NAN GOLF CART TIRES	319245	8/25/15	147.39
PERRY FORD	R & M CITY VEHICLES	319246	8/25/15	3,048.45
PRO BUILD	MOP 45707. SUPPLIES / GRANTS	319248	8/25/15	4,661.18
PRO-EDGE KNIFE	KNIFE SHARPENING - NUTRITION	319249	8/25/15	46.00
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES	319250	8/25/15	311.29
REGIONAL TRAINING CENTER	FUNDAMENTALS OF HR TRAINING COURSE	319251	8/25/15	187.00
S D COUNTY SHERIFF'S DEPT	SHERIFF'S RANGE USE / POLICE	319252	8/25/15	200.00
SAN DIEGO PET SUPPLY	MOP 45753 K-9 FOOD - PD	319253	8/25/15	498.71
SAN DIEGO REGIONAL TRAINING CENTER	TUITION: COURT/TEMP HOLDING FACILITIES / PD	319254	8/25/15	115.00
SANGINTHIRATH, V	REFUND: PARKING CITATION P61131	319255	8/25/15	35.00
SDG&E	GAS & ELECTRIC UTILITIES	319256	8/25/15	54,623.81
SEAPORT MEAT COMPANY	FOOD FOR NUTRITION CENTER	319257	8/25/15	1,246.03
SERVICEMASTER ALL PHASE	LIABILITY CLAIM COSTS	319258	8/25/15	4,455.28
SHRED IT USA	MONTHLY SHREDDING / POLICE	319259	8/25/15	650.65
SMART & FINAL	MOP 45756 MISC SUPPLIES - PD	319260	8/25/15	76.56
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 RECRUITING CARDS - PD	319261	8/25/15	619.12
SOUTHERN CALIF TRUCK STOP	MOP#45758 OIL & LUBRICANTS	319262	8/25/15	216.26
STAPLES ADVANTAGE	MOP 45704. SUPPLIES / ENG	319263	8/25/15	1,181.99
STARTECH COMPUTERS	MOP 61744 MISC SUPPLIES - MIS	319264	8/25/15	1,445.61
STUTZ ARTIANO SHINOFF	LIABILITY CLAIM COST	319265	8/25/15	1,354.50
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER BILL	319266	8/25/15	26,362.54
SYSCO SAN DIEGO INC	CONSUMABLES/FOOD - NUTRITION	319267	8/25/15	1,995.75
T MAN TRAFFIC SUPPLY	MOP#76666 TRAFFIC CONTROL	319268	8/25/15	951.02
TYLER TECHNOLOGIES INC	CONTRACT MANAGEMENT SUPPORT	319269	8/25/15	1,012.50
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT	319270	8/25/15	183.00
SAN DIEGO UNION TRIBUNE	LEGAL NOTICES ADVERTISING	319271	8/25/15	6,373.25
UNITED ROTARY BRUSH CORP	MOP#62683 AUTO PARTS	319272	8/25/15	398.67
V & V MANUFACTURING	NEW BADGES & BADGE REPAIRS / POLICE	319273	8/25/15	377.88
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 PLUMBING MATERIALS	319274	8/25/15	132.26
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL VET CARE	319275	8/25/15	790.52
VERIZON WIRELESS	VERIZON WIRELESS / S8	319276	8/25/15	1,309.17
VISTA PAINT	MOP 68834. PAINTING SUPPLIES / NSD	319277	8/25/15	1,505.55
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES-PW	319278	8/25/15	2,243.46
WEST PAYMENT CENTER	CLEAR INVESTIGATIVE DATABASES	319279	8/25/15	473.49
WILLY'S ELECTRONIC SUPPLY	MOP 45763 MISC SUPPLIES - MIS	319280	8/25/15	428.45
ZOLL MEDICAL CORP	LITHIUM ION BATTERY PACK	319281	8/25/15	1,553.25
SAFRAN MORPHOTRUST	INVESTIGATIVE SERVICES	319283	8/25/15	28.00
US BANK	BOND REDEMPTION / S A	319284	8/25/15	1,000.00
				-,

A/P Total 271,509.74

GRAND TOTAL

\$ 271,509.74

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 37 HEREBY CERTIFY TO THE ACCURACY OF THE D AVAILABILITY OF FUNDS FOR THE PAYMENT THE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS F	EMANDS LISTED ABOVE AND TO THE REOF AND FURTHER THAT THE ABOVE
MARK ROBERTS, FINANCE	LESLIE DEESE, CITY MANAGER
FINANCE COMM	ITTEE
RONALD J. MORRISON, MAY	OR-CHAIRMAN
JERRY CANO, VICE-MAYOR	ALEJANDRA SOTELO-SOLIS, MEMBER
MONA RIOS, MEMBER	ALBERT MENDIVIL, MEMBER
I HEREBY CERTIFY THAT THE FOREGOING CLAIMS THE CITY TREASURER IS AUTHORIZED TO ISSUE SABY THE CITY COUNCIL ON THE 6th OF OCTOBER, 2011	VID WARRANTS IN PAYMENT THEREOF
AYES	
NAYS	
ABSENT	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City: 1) accepting the work of Clauss Construction for the 2020 and 2100 Hoover Avenue Remediation and Site Demolition Project, Specification No. 13-01, 2) authorizing an increase of \$19,044.04 in the

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: October 6, 2015

AGENDA ITEM NO.

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Resolution of the City Council of the City of National City: 1) accepting the work of Clauss Construction for the 2020 and 2100 Hoover Avenue Remediation and Site Demolition Project, Specification No. 13-01, 2) authorizing an increase of \$19,044.04 in the contract amount for construction change orders; 3) approving the final contract amount of \$1,937,305.30, 4) authorizing the release of retention in the amount of \$66,238.71, and 5) authorizing the Mayor to sign the Notice of Completion for the project

PREPARED BY: Jose Lopez, Civil Engineering Tech PHONE: (619) 336-4312 EXPLANATION: See attached.	DEPARTMENT: APPROVED BY:	Engineering/Public W	orks
FINANCIAL STATEMENT:	APPROVED:		Finance
ACCOUNT NO. Retention available in the following accounts: 001-409-500-598-1595 (Public Works Facility Relocation); 001-409-500-598-1596 (WI-TOD Site Remediation)	APPROVED: _		MIS
ENVIRONMENTAL REVIEW: ORDINANCE: INTRODUCTION: FINAL ADOPTION:			
STAFF RECOMMENDATION:			
Adopt the Resolution.			
BOARD / COMMISSION RECOMMENDATION: N/A			

ATTACHMENTS:

- 1. Explanation
- 2. Notice of Completion
- 3. Final Contract Balance Sheet
- 4. Resolution

EXPLANATION

The 2020 and 2100 Hoover Avenue Remediation and Site Demolition Project, Specification No. 13-01, delivered a clean site for 2020 and 2100 Hoover Avenue, and the parcel west of Paradise Creek, to allow for future development of the Westside Infill Transit Oriented Development (WI-TOD) affordable housing project and open space park. This contract included removal and disposal of unsuitable soils and materials, and demo of the existing Public Works yard, facilities and auxiliary structures.

In December, 2013, the bid solicitation was advertised in local newspapers and posted on the City's website.

On January 22, 2014, five sealed bids were received by the deadline, opened and publically disclosed. Clauss Construction was the apparent low bidder with a total bid amount of \$858,609.00. Upon review of all documents submitted and reference checks, Clauss Construction's bid was responsive, and they were the lowest responsible bidder qualified to perform the work as described in the project specifications.

On February 4, 2014, through Resolution No. 2014-16, City Council awarded a contract in the amount of \$858,609 to Clauss Construction for the 2020 and 2100 Hoover Avenue Site Remediation and Demolition Project. City Council also authorized a 25% contingency for unforeseen conditions in the amount of \$214,652.25.

The Notice to Proceed with construction was issued on May 1, 2014, with a construction start date of June 16, 2014.

Due to unforeseen soil conditions, additional excavation and disposal was required to obtain regulatory closure, prior to turnover of the site to the Developer. In an effort to keep the Developer on schedule, staff requested that City Council approve an increase to the contract with Clauss Construction. On October 7, 2014, through Resolution No. 2014-147, City Council approved an increase to the contract with Clauss Construction in the not to exceed amount of \$845,000, for a new contract amount, including the original 25% contingency, of \$1,918,261.25.

Additional construction change orders were required to complete the project. The value of this work resulted in a net increase to the contract of \$19,044.04, for a final contract amount of \$1,937,305.30.

As a result of satisfactory completion of the project, staff recommends that City Council: 1) accept the work of Clauss Construction for the 2020 and 2100 Hoover Avenue Remediation and Site Demolition Project, Specification No. 13-01, 2) authorize an increase of \$19,044.04 in the contract amount for construction change orders; 3) approve the final contract amount of \$1,937,305.30, 4) authorize the release of retention in the amount of \$66,238.71, and 5) authorize the Mayor to sign the Notice of Completion for the project. The Notice of Completion will be filed with the San Diego County Recorder's Office.

RECORDING REQUESTED BY WHEN RECORDED MAIL TO:

NAME: CITY OF NATIONAL CITY

ADDRESS: 1243 NATIONAL CITY BOULEVARD

NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on May 12, 2015 of 2020 and 2100 Hoover Avenue Remediation and Site Demolition Project, Specification No. 13-01.

Work of improvement or portion	of work of improvement un	der construction of	or alteration.
2020 and 2100 Hoover A	venue, National City	. CA 91950	
Street Address	City	State	Zip Code
The undersigned owns the follo	owing interest or esta Owner in fee	te in said pro	perty:
Nature of the inter	est or estate of owner (mort	gagor, lessee, etc.)
	performed on the pr Clauss Construction Name of Original Contractor		ant to a contract with
The following work and material were Yard and remediation of the soil in the and general construction equipment General statement	supplied: <u>Labor: Deproperty Material: 1</u> of kind of labor, services, e	V/A Equipme	nt: Demo equipment
The names and addresses of co-o	owners are:N/A_		
	Joint tenants, tenants in cor	nmon, or other ow	ners
Dated: May 12, 2015;	Signature of Owner	Manus I di	District the second
			Blvd., National City, CA 91950
I, the undersigned, say: I have read the	foregoing Notice of	Completion a	nd know the contents
thereof; the same is true of my own kno	wledge. I declare un	der penalty of	perjury that the forgoing
is true and correct.			
Executed on May 12, 2015 at, National	City, California.		
Signature:			
RON MORRISON, MA	YOR		Noc13-01



FINAL CONTRACT BALANCE

DATE:

August 28, 2015

PROJECT:

2020 & 2100 Hoover Avenue Remediation and Site Demolition

FY 13-14

Specification No. 13-01

TO:

ORIGINAL CONTRACT AMOUNT:

\$858,609.00

START DATE:

June 16, 2014

COMPLETION DATE:

May 11, 2015

ORIGINAL CONTRACT LENGTH:

80 Working Days

EXTENTION OF WORK DAYS:

146 Working Days

TOTAL CONTRACT TIME:

226 Working Days

DESCRIPTION:

The Final Contract Balance reports final line item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE ITEM ADJUSTMENTS:

Change Order #1 directed the contractor to relocate the PW staff's equipment and items to the new PW building being prepared at 1726 Wilson Avenue. This Change Order total amount is \$ 14,664.33.

Change Order #2 directed the contractor to procure new shelving. It was necessary to procure this item for the PW staff, as they will need to have storage for their clothing and items. The old locker system from the old public works is outdated and is in need to be replaced. This Change Order total amount was \$ 26,619.39.

Change Order #3 directed the contractor to procure and purchase several items and equipment for the Public Works staff. These new equipment was necessary to accommodate for the transition period of the PW staff's move. This Change Order total amount was \$ 13,944.00.

Change Order #4 is a no-cost change order. The change order was to change the funding source for the project. Due to the change to a federal funding source, the project was subject to the Federal Davis-Bacon Act in which prevailing wages are required. This Change Order total amount was \$ 0.00.

Changer Order #5 directed the contractor to provide and install an enclosure for the compressor that will be used in the PW mechanics shop. The enclosure was necessary to protect the compressor fron the elements such as rain and temperature. This Change Order total amount was \$ 11,500.84

FINAL CONTRACT BALANCE

2020 and 2100 Hoover Avenue Remidiation and Site Demolition Specification No. 13-01

Change Order #6 directed the contractor to provide and procure several items needed by the Public Work staff in order for them to be able to continue their normal operations at the City. This Change Order total amount is \$ 13,944.00.

Change Order #7 directed the contractor to provide an engineering design for retrofitting the structure located at 2101 Hoover Avenue. The structure that was built there will need to be demolished and removed to provide space for the Public Works staff. This Change Order total amount was \$ 7,062.55.

Change Order #8 directed the contractor to rent and provide containers for the Public Works staff in order for them to store items and equipment temporarily while the moving process is occurred. This Change Order total amount was \$ 6,413.67.

Change Order #10 directed the contractor to provide a sign at the Public Works Yard per the assistant City Engineer's request. This Change Order total amount was \$ 2,991.51.

Change Order #11 directed the contractor to provide the transportation of materials and equipment from the old Public Works yard located at 2100 Hoover Avenue to the new facility at 1726 Wilson Avenue. This work was performed at an agreed upon price. This Change Order total amount was \$ 24,181.82.

Change Order #12 directed the contractor to provide the transportation of materials and equipment from the old Public Works yard located at 2100 Hoover Avenue to the new facility at 1726 Wilson Avenue. This work was performed at an agreed upon price. This Change Order total amount was \$ 22,942.65.

Change Order #13 directed the contractor to provide the transportation of materials and equipment from the old Public Works yard located at 2100 Hoover Avenue to the new facility at 1726 Wilson Avenue. This work was performed at an agreed upon price. This Change Order total amount was \$ 24,393.22.

Change Order # 14 directed the contractor to provide the transportation of materials and equipment from the old Public Works yard located at 2100 Hoover Avenue to the new facility at 1726 Wilson Avenue. This work was performed at an agreed upon price. This Change Order total amount was \$ 16,027.53.

Change Order # 15 directed the contractor provide the transportation of materials and equipment from the old Public Works yard located at 2100 Hoover Avenue to the new facility at 1726 Wilson Avenue. Additionally, several items, materials, and equipment will be disposed according to environmental laws and regulations. This work was performed at an agreed upon price. This Change Order total amount was \$ 24,606.67.

Change Order #16 directed the contractor to provide and install a chain link fencing around the perimeter of Grainger Music Hall located at 1625 East 4th St. This Change Order was a total amount of \$ 27,460.65.

Change Order #17 directed the contractor to provide the additional excavation, stockpiling, categorizing, removal and disposal of the contaminated soils found in 2100 Hoover Avenue site and West Side Property. Additional investigation of consultants identified that there are significantly more soils that

FINAL CONTRACT BALANCE

2020 and 2100 Hoover Avenue Remidiation and Site Demolition Specification No. 13-01

are contaminated than what was originally anticipated. This Change Order was a total amount of \$ 845,000.00.

Change Order #20 was necessary to pay the incurred cost for the increase in several change orders as well as other additional items to finish the project. Some of these items include the abandonment of the monitoring wells at 2100, additional dirt transportation from 2020 Hoover, additional COROVAN billings increase, and other additional miscellaneous work at the Public Works Yard. This Change Order was a total amount of \$81,420.75.

Change Order #21 was a final change order prepared for paying the cost of additional items that were done for the Public Works Yard and staff. This Change Order includes cancellation of trucking costs, extension of rental for storage containers, providing bins for the PW staff, and asbestos removal and disposal. This Change order amount \$19,044.04.

All Change Orders listed above increased the total contract amount \$ 1,327,675.29.

CONTRACT ADJUSTMENT:

As a result of the above change orders and line item adjustments, the contract price is adjusted as follows:

- 1. The final contract price is adjusted to \$ 1,937,305.30.
- 2. As a result of the satisfactory completion of said project, a retention amount of \$ 66,238.71 is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. Clauss Construction, Inc. will not be entitled to damages or additional payment for delays as described in the 2012 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

RESOLUTION 2015 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING THE WORK OF CLAUSS CONSTRUCTION FOR THE 2020 AND 2100 HOOVER AVENUE REMEDIATION AND SITE DEMOLITION PROJECT, AUTHORIZING AN INCREASE OF \$19,044.04 TO THE CONTRACT AMOUNT FOR CONSTRUCTION CHANGE ORDERS; APPROVING THE FINAL CONTRACT AMOUNT OF \$1,937,305.30, AUTHORIZING THE RELEASE OF RETENTION IN THE AMOUNT OF \$66,238.71, AND AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION

WHEREAS, the Engineering Department is satisfied of that all work required to be performed by Clauss Construction for the 2020 and 2100 Hoover Avenue Remediation and Site Demolition Project has been completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the work performed by Clauss Construction for the 2020 and 2100 Hoover Avenue Remediation and Site Demolition Project is accepted.

BE IT FURTHER RESOLVED that the City Council hereby authorizes an increase of \$19,044.04 to the contract amount for construction change orders, and approves the final contract amount of \$1,937,305.30.

BE IT FURTHER RESOLVED that payment for said work is ordered to be made in accordance with said contract, including release of retention in the amount of \$66,238.71.

BE IT FURTHER RESOLVED that the City Council authorizes the mayor to execute the Notice of Completion for the project

PASSED and ADOPTED this 6th day of October, 2015.

	Ron Morrison, Mayor		
ATTEST:			
Michael R. Dalla, City Clerk			
APPROVED AS TO FORM:			
Claudia Gacitua Silva City Attorney			

The following page(s) contain the backup material for Agenda Item: Notice of Decision - Planning Commission approval of a Conditional Use Permit for a Wireless Communications Facility to be located at 116 National City Blvd. (Applicant: PlanCom, Inc. for Verizon Wireless) (Case File 2015-15 CUP) (Planning)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:	October 6, 2015		AGENDA ITEM NO.
ITEM TITLE:			
Communication	cision – Planning Commission a ns Facility to be located at 116 Na se File 2015-15 CUP)	approval of a Conditional Use F ational City Blvd.) (Applicant: Plar	Permit for a Wireless Com, Inc. for Verizon
	1. 2		
PREPARED BY:	Martin Reeder, AICP	DEPARTMENT:	Planning
PHONE: 336-4313	,	APPROVED BY:	1
EXPLANATION:			
Zone 1A of the D square-foot comm antennas, and a located in a fence	located near the southwest come owntown Specific Plan area. The applicant properties building. The applicant properties are applicant properties but behind the commercial burcised for 15 minutes once a more	he 5,750 square-foot property in poses to construct a 50-foot tall closure with emergency genera ilding. The generator would be	s developed with a 3,000 artificial palm tree with 12 tor. The facility would be
regarding findings with concerns rela Use Permit based	sion conducted a public hearing and conditions of approval, col- ated to aesthetics and health im on attached findings and subjec- aning Commission staff report des	ocation, maintenance, noise. Copacts. The Commission voted to the Conditions of Approval.	ommunity members snoke
FINANCIAL STATE	<u> </u>	APPROVED:	Finance
ACCOUNT NO.		APPROVED:	MIS
,			
ENVIRONMENTAL	. REVIEW:		
Categorically Exer structures)	mpt pursuant to Class 3 Secti	ion 15303 (New Construction	or Conversion of small
ORDINANCE: INT	RODUCTION: FINAL AD	OOPTION:	
STAFF RECOMME	NDATION:		
Staff concurs with filed.	the decision of the Planning Cor	nmission and recommends that	the Notice of Decision be
BOARD / COMMIS	SION RECOMMENDATION:		
	mission approved the Conditiona aca, Bush, DeLaPaz, Flores N	al Use Permit. ays:, Garcia, Yamane	
ATTACHMENTS:			

Reduced Plans

Site photos, photo simulations, and coverage maps

4.

5.

Location Map
Planning Commission Staff Report
Resolution No. 2015-17

1.

2.

3.

116 NATIONAL CITY BLVD



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a linch = 130 feet legal document and should not be substituted for a title search, appraisal, survey or zoning verification. 8/31/2015



Item no. 5 September 14, 2015

CITY OF NATIONAL CITY - PLANNING DEPARTMENT 1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title:

PUBLIC HEARING - CONDITIONAL USE PERMIT FOR A

WIRELESS COMMUNICATIONS FACILITY TO BE

LOCATED AT 116 NATIONAL CITY BLVD.

Case File No.:

2015-15 CUP

Location:

Southwest of National City Blvd. / Main Street intersection

Assessor's Parcel No.:

555-020-14

Staff report by:

Martin Reeder, AICP - Principal Planner

Applicant:

PlanCom, Inc. for Verizon Wireless

Property owner:

Rodolfo & Maria Narvaez

Zoning designation:

Downtown Specific Plan Development Zone 1A

(DZ-1A)

Adjacent land use/zoning:

North:

Liquor store/market / DZ-1A

East:

Auto body shop across National City Blvd. / DZ-2

South:

Auto upholstery shop / DZ-1A

West:

Commercial and residential across alley / DZ-1A

Environmental review:

Categorically Exempt pursuant to Class 3 Section 15303

(New Construction or Conversion of small structures)

Staff recommendation:

Approve

BACKGROUND

Site Characteristics

The project site is located near the southwest corner of National City Blvd. and Main Street in Development Zone 1A of the Downtown Specific Plan area. The 5,750 square-foot property is developed with a 3,000 square-foot commercial building that fronts on the west side of National City Blvd. The rear part of the lot is fenced off and is accessible from an alleyway located adjacent to the west of the property.

Proposed Use

The applicant is proposing to construct a 50-foot tall faux palm tree (monopalm) with 12 antennas, and a 364 square-foot equipment enclosure with emergency generator. The facility would be located in the rear lot behind the commercial building. The equipment shelter would be constructed of CMU block. The generator would be for backup purposes only and would be exercised for 15 minutes once a month for testing purposes.

<u>Analysis</u>

The proposed use is consistent with General Plan policy, since Policy E-3.3 (Education and Public Participation) of the General Plan is to increase access to wireless internet connections, computers, and other forms of communication technology. The proposal is also consistent with the Downtown Specific Plan, since wireless communications facilities are a conditionally-allowed use in Development Zone 1A of the Downtown Specific Plan Area.

Consistent with City policy, the proposed facility will not be highly visible to the observer, since the antennas will be screened by the fronds of the faux palm tree. There are several other mature palms in the area, which will add to the stealth nature of the tree when viewed from nearby streets. The trees are located to the south on both sides of National City Blvd., and also to the north on the east side of National City Blvd. Exhibit B shows the proposed monopalm in a photo simulation.

The area in which the project is proposed is currently fenced off and not used for anything. Because the area is directly adjacent to an alley, any service vehicles would not affect traffic on adjacent City streets. The applicant has stated that only one maintenance trip is expected every 4-6 weeks. Periodic maintenance would include running the emergency backup generator for 15 minutes on an approximate monthly basis. The generator is proposed within a CMU block wall; therefore, noise is not much of a factor. However, a Condition of Approval has been added to ensure that all activities comply with Title 12 (Noise) of the Municipal Code. Conditions also include graffiti protection of the block wall.

The proposed facility is designed to address an area of weak or no service in the Verizon Wireless network. There are two other co-location opportunities in this area — 241 National City Blvd. and 330 National City Blvd. However, the applicant has stated that neither of these facilities was feasible for their needs. The antennas would provide coverage to the northwest, east, and south, which encompasses Division Street eastward and the Interstate 5 corridor northward into San Diego.

With the subject palm tree being higher than all buildings adjacent in the area, the antennas would have clear reception and transmission in those directions. Nearby land uses in these directions are residential, commercial, and commercial/residential respectively. However, the antennas are positioned in such a way as to be directed above any nearby sensitive uses. Although there are such land uses in the vicinity, it should be mentioned that, per the 1996 Telecommunications Act, "no State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions." It should also be pointed out that if approved by a local jurisdiction, all wireless communications facilities must obtain all required state and federal permits in order to operate. A Condition of Approval (No. 15) is included requiring these permits.

California Environmental Quality Act (CEQA)

The proposed project has been reviewed in compliance with the California Environmental Quality Act. Staff has determined that the proposed use is categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit.

Comments were received from the Fire Department and require compliance with the California Fire Code and local Codes. Standard Conditions of Approval for wireless facilities are also included, requiring compliance with applicable codes, all necessary state/local/federal permits, and that any external equipment is painted to match the surface on which it is mounted.

Summary

The proposed project is consistent with the Land Use Code in that it meets all applicable design requirements for wireless communication facilities. The project is considered 'stealth' and biends in with nearby development. The new facility will help to provide coverage in an area with limited service and provide additional reception for Verizon Wireless customers.

OPTIONS

- 1. Approve 2015-15 CUP subject to the conditions listed below, based on attached findings; or
- 2. Deny 2015-15 CUP based on findings to be determined by the Planning Commission; or
- 3. Continue the item in order to obtain additional information.

ATTACHMENTS

- 1. Recommended Findings for Approval
- 2. Recommended Conditions
- 3. Location Map
- 4. Nearby Wireless Facilities Map
- 5. Site Photos
- 6. Coverage Maps
- 7. Public Hearing Notice (Sent to 33 property owners)
- 8. Notice of Exemption
- 9. Applicant's Plans (Exhibits A and B, Case File No. 2015-15 CUP, dated 6/18/2015)

MARTIN REEDER, AICP

Mandri.

Principal Planner

BRAD RAULSTON
Executive Director

RECOMMENDED FINDINGS FOR APPROVAL 2015-15 CUP – 116 National City Blvd.

- 1. That the proposed use is allowable within the applicable zoning district pursuant to a conditional use permit and complies with all other applicable provisions of the Land Use Code, since a wireless communications facility is a conditionally-permitted use in Development Zone 1A of the Downtown Specific Plan Area.
- 2. That the proposed use is consistent with the General Plan and any applicable specific plans, since Policy E-3.3 of the General Plan is to increase access to wireless internet connections, computers, and other forms of communication technology; and since wireless communications facilities are a conditionally-allowed use in Development Zone 1A of the Downtown Specific Plan Area.
- 3. That the site for the proposed use is adequate in size and shape, since the facility, including the faux palm tree and equipment shelter (364 square feet), can easily be accommodated on the 5,750 square-foot site, and will not affect surrounding existing uses.
- 4. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the volume and type of traffic generated by the proposed use, since the unmanned wireless communications facility requires only one to two visits each month for routine maintenance, which will have a negligible effect on the adjacent developed streets.
- 5. That the proposed use will not have an adverse effect upon adjacent or abutting properties, since the 50-foot artificial palm tree will adequately screen the twelve panel antennas, and since the equipment shelter will blend in with adjacent commercial development.
- 6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, since staff has already determined that the proposed use is categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit.

RECOMMENDED CONDITIONS OF APPROVAL

2015-15 CUP - 116 National City Blvd.

General

- This Conditional Use Permit authorizes a wireless communications facility at 116 National City Blvd. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibits A and B dated 6/18/2015 Case File No. 2015-15 CUP. Any additional antennas or facilities must be in substantial conformance with the design for installation shown on these plans.
- 2. Before this Conditional Use Permit shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Conditional Use Permit. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Conditional Use Permit are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.
- 3. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.
- 4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

Building

- 5. Plans submitted for improvements must comply with the 2013 edition of the California Building, Electrical, Plumbing, Mechanical, Energy and Codes.
- 6. Call 800-227-2600 (Underground Service Alert) for mark out prior to any digging activities.
- 7. Television cable companies shall be notified a minimum of 48 hours prior to filling of cable trenches.
- 8. Exterior walls of accessible poles/walls to a height of not less than six feet shall be treated with a graffiti resistant coating subject to approval from the Building Official. Graffiti shall be removed within 24 hours of its observance.

Fire

- 9. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).
- 10. <u>Emergency Generator Shutdown</u> procedures shall be posted in a conspicuous area on the exterior of the emergency generator enclosure. The sign shall be clearly visible from the public right-of-way. If the power source is inside a building and cannot be seen from the public right-of-way, a sign shall be placed in a position that can be easily seen by emergency personnel on foot.
- 11. A 704 emergency placard shall be posted at the site. The Sign shall be clearly visible from the public right-of-way.
- 12. The National City Fire Department shall be involved with all fire inspections for this site. Rough inspections of all phases of work are required.

Engineering

- 13. The Priority Project Applicability checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Department. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.
- 14. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. If required, an approved SWPPP will be required prior to issuing of a construction permit.

<u>Pianning</u>

- 15. All appropriate and required local, state and/or federal permits must be obtained prior to operation of the wireless communications facility.
- 16. Any equipment visible to the exterior of the facility, including cable chases/trays, shall be painted to match the surface on which it is mounted.
- 17. The permittee shall not object to co-locating additional facilities of other communication companies and sharing the project site, provided such shared use does not result in substantial technical or quality-of-service impairment for the permitted use. In the event a dispute arises with regard to co-locating with other existing or potential users, the City may require a third party technical study at the expense of either or both the applicant and the complaining user. This condition in no way obligates the City to approve any co-location proposal if it is determined by the City not to be desirable in a specific case.



FACILITY	APN	LOCATION	PROVIDER	FILE_NO
_	562-340-44	2434 Southport	Urban Comm Rad CUP-1992-11	1CUP-1992-11
	Radio communi	ication facility (microwave tra	ansmitter)-80-foot ta	Radio communication facility (microwave transmitter)- 80-foot tall tower and 8-foot in diameter dish antenna
2	562 340 26	300 W 28th	AirTouch	CDC Resc 94-28
	75-foot monopo	75-foot monopole with three sector antennas and 450-sa foot eauipment buildina.	as and 450-sa foot e	auipment buildina.
	562-340-26	300 W 28th	Nextel	CUP-2003-30
	12 antennae on	existing communications to	wer and a 270 squa	re foot equipment enclosure adiacent to existing equipment
4	559-032-02	1215 Wilson	Pac Bell	559-032-02 1 215 Wilson Pac Bell CUP-1995-11
	Located on roof	of existina building. PCS fa	cility- six roof-moun	Located on roof of existina building. PCS facility- six roof-mounted antennas and two ground-mounted equipment boxes.
5	557-410-03	1645 E Plaza	Pac Bell	CUP1995-13
16 16	Located on roof	Located on roof of Quality Inn. PCStacility- six panel antennas and equipment cabinet.	six panel antennas	and equipment cabinet.
9	555-086-11	910 Hoover	AirTouch	CUP-1995-18
	Located on exis	ting building. Cellular facility	v- three support strue	Located on existing building. Cellular facility- three support structures with five panel antennas each, two dish antennas
	and equipment	cabinet		
7	556-471-24 801 N	801 National City Blvd	AT&T	CUP-1996-2
	Located on roof of Red Lion	of Red Lion Hotel. Paging f	facility- four whip ant	Hotel. Paging facility-four whip antennas, one global positioning satellite antenna and
	equipment cabinet			
	556-471-24	801 National City Blvd	Nextel	CUP-1994-8
	Located on roof	of Red Lion Hotel. ESMR fa	acility- three whip an	Located on roof of Red Lion Hotel. ESMR facility- three whip antennas and eauipment cabinet.
	556-471-24	801 National City Blvd	Pagenet	CUP-1996-12
	Located on roof	of hotel. Paging facility- fou	ir antennas and eau	Located on roof of hotel. Paging facility- four antennas and eauipment cabinet one floor down from roof.
	556-471-24	801 National City Blvd	AT&T	CUP-1999-5
	Located aton Re	ed Lion Hotel. Wireless com	munication facility- 1	Located atop Red Lion Hotel, Wireless communication facility- four antennas and radio base system.
	554-120-30	2400 E 4th	AT&T	CUP-1996-4
	Located on roof	of Paradise Valley Hospital	I. Paaina facility- fou	Located on roof of Paradise Valley Hospital. Paaina facility- four whip antennas, one alobal POsitioninasatellite antenna
	and equipment	cabinet.		
6	559-160-13	559-160-13 1022 W Bay Marin	GTE	CUP-1996-5
	Located on a 36	30-sa foot building. Cellular 1	facility- 60-foot mone	Located on a 360-sa foot building. Cellular facility- 60-foot monopole with twelve panel antennas.
10	563-370-36	3007 Highland	Pac Bell	CUP-1996-6
	Located on exis	buildina.	CSfacility- six pane	PCSfacility- six panel antennas and two equipment cabinets.
12	554-050-12	303 Palm	AirTouch	CUP-1996-8
	60-foot hiah mor	nopole with six whip antenn	ias, thirty directional	60-foot hiah monopole with six whip antennas, thirty directional cellular antennas, and three dishes with an eauiDmentcabinet at base.
	554-050-12	303 Palm	Sprint PCS	CUP-2001-10
	Located on Nati	ional Guard Armory property	 PCSfacility six ant 	Located on National Guard Armory property. PCSfacility six antennas in three 40-foot flag poles, one GPS antenna and a
	new equipment building	t building.		

C	40	- A G POC	Manda	A115 5004 45
70	360-191-30 12 panel antennas	i rui ilo Ave sion a 57' faux broadleaf tri	ivexter se with 230 square	COF-2004-12 foot equipment enclosure
53	551-570-20	551-570-20 51 N Highland Sprint CUP-2004-15	Sprint	CUP-2004-15
	2 panel antennas in a 45' fla	in a 45' flagpole with 4 wall	gpole with 4 wall-mounted equipment cabinets	nt cabinets
55	563-231-39	1914 Sweetwater	Nextei	PC Reso 20-2002
3	2 panel antennas	2 panel antennas in a 45' flagpole with 4 wall-mounted equipment cabinets	I-mounted equipme	nt cabinets
57	554-120-24	2701 E 8th	Cingular	PC Reso 02-2001
	Co-locationin chur	Co-locationin churchspire-3 antennas within existing architectural feature	existing architectur	al feature
	554-120-24	2701 E 8th	T-Mobile	CUP-2000-19
	Located at existing	Located at existing church. Antennas located in a GO-footmonument.	l in a GO-footmonu	ment.
	554-120-24	2701 E 8th	Sprint	CUP-2000-27
	12 panel antennas mounted		If-storage building	on exterior of self-storage building and painted to match; all equipment located inside of the
	puildings			
	554-120-24	2701 E 8th	A.T.&.T	CUP-2000-19
	Located at existing	Located at existing church. Antennas located in a 60-foot monument	l in a 60-foot monul	nent
58	558-030-30	1035 Harbison	Nextel	CUP-2005-3
	12 panel antennas	s on a monopalm with 299	opalm with 299 SQ.ft. equipment enclosure.	nclosure.
09	556-510-12 914 E 8th	914 E 8th	Cingular	CUP-2005-10
	12 panel antennas	12 panel antennas on 39-ft monopine with 280 sq. ft. equipment shelter	30 sq. ft. equipment	shelter
61	559-040-53	1439 Tidelands	Cingular	CUP-2005-9
	12 panel antennas	s on monopalm with associ	ated equipment she	əlter
	559-040-53	559-040-53 1445 Tidelands Nextel CU	Nextel	CUP-2000-31
	40-footmonopalmwith three		sectors of four antennas each and equipment shelter	equipment shelter
63	562-200-02		Cingular	CUP-2005-12
	3 antennas on replacement		ight standard with associated equipment shelter	ment shelter
64	563-010-47		Cricket	CUP-2006-11
	3 antennas in new	3 antennas in new architectural feature of church with associated equipment	urch with associate	d equipment
	563-010-47	2605 Highland	Sprint	CUP-2002-18
	Six panel anternas and equi	s and equipment inside a r	pment inside a new 54 foot tall monument/cross/sign.	nument/cross/sign.
65	557-420-31	1900 E Plaza	Cricket	CUP-2006-6
	3 antennas on nev	3 antennas on new faux palm tree with associated equipment	ciated equipment	
	557-420-31	1900 E Plaza	Cingular	CUP-2004-4
	5 panel antennas	5 panel antennas in a new pole sign at Jimmy's Restaurant	y's Restaurant	
29	561-222-23	1526-40 E 18th	T-Mobile	CUP-2006-10
	tenna	s on a new 45-foot tall faux	pine tree with asso	45-foot tall faux pine tree with associated equipment shelter
89	564-471-07	3030 Plaza Bonita Rd	Cingular	CUP-2005-24
	12 antennas facac	12 antennas facade mounted to new rooftop enclosure that will house equipment	enclosure that will	house equipment

69		3030 Plaza Bonita Rd	Verizon	2
02	12 panel anten	12 panel antennas on the roof of the Plaza Bonita Mall behind a screen wall	Bonita Mall behind	a screen wall
70	559-106-17	525 W 20th	Cricket	CUP-2005-25
70	3 antennas on	3 antennas on existing self storage building painted to match with associated equipment	g painted to match w	/ith associated equipment
70	559-106-17	525 W 20th	Sprint	CUP-2001-4
70	Located on exit	stina storaae building. Wirele	ess communication	facility- 9 antennas and equipment building.
	554-050-15	2005 E 4th	Cricket	554-050-15 2005 E 4th Cricket PC Reso (19-2003
	3 antennas on	3 antennas on existing light standard with associated equipment shelter	associated equipmen	nt shelter
	554-050-15	2005 E 4th	Cingular	CUP-2003-5
	12 panel anten	nas on a replacement 100 for	oot light standard in	12 panel antennas on a replacement 100 foot light standard in EITovon park and a 160 square foot equipment enclosure.
	554-050-15	2005 E 4th	GTE	CUP-1998-4
	Located in EIT	ovon Park. Cellular racility- 9	37'8" monopole with	Located in EITovon Park. Cellular racility- 97'8" monopole with twelve panel antennas, three omn antennas, and \$92-sqfoot
	equipment building.	lding.	•	
	554-050-15	2005	Nextel	CUP-2005-15
	12 panel anten	nas on a 47-foot tall faux-bro	oadleaf awith 230 sc	ft.equipment shelter
71	564-290-06	564-290-06 3820 Cagle St Cricket PC RESO 10-2004	Cricket	PC RESO 10-2004
	3 antennas on	existing faux pine tree with v	vaulted equipments	helter
	564-290-06	564-290-06 3820 Cagle St Sprint CUF	Sprint	CUP-2001-2
	Located at Swe	etwater Heights Centennial	Park. Wireless com	Located at Sweetwater Heights Centennial Park. Wireless communication facility- 35-foot pole with six antennas,
	equipment buil	equipment building and adiacent liahting for the park.	r the park.	
	564-290-06	3820 Cagle St	T-Mobile	CUP-2004-3
	Located at Swe	etwater Heights Centennial	Park. Wireless com	Located at Sweetwater Heights Centennial Park. Wireless communication facility- 55-foot monopine with twelve panel
	antennas and e	equipment building		
	564-290-06	564-290-06 3820 Cagle St	Cingular	PC Reso 11-2002
	Co-location on	55-foot monopine - addition	al 12 panel antenna	s and new 275 SQ.ft. equipment vault
72	669-060-26	\$800 Boxer Rd	Cricket	669-060-26 5800 Boxer Rd Cricket PC RESO 32-2003
	3 antennas on existing water	existing water tower with as:	tower with associated equipment shelter	shelter
	669-060-26	5800 Boxer Rd	T-Mobile	CUP-2003-16
	12 panel anten	nas on the outside of the 0.0	Arnold water tank	Arnold water tank and a 150 square foot equipment enclosure adiacent to the tank
	669-060-26	669-060-26 5800 Boxer Rd	Sprint	PC Reso 32-2003
	6 panel antenna	as on the outside of the 0.0.	Arriold water tank a	6 panel antennas on the outside of the 0.0. Arrold water tank and a 360 square foot equipment enclosure adjacent
	669-060-26	5800 Boxer Rd	Cingular	CUP-2005-21
	12 panel anten	12 panel antennas on the outside of the 0.0.		Arnold water tank and a 520 square foot equipment enclosure adjacent
73	562-330-43	152 W 33rd		PC Reso 21-2002
	3 antennas on	existing self storage within n	natching architectur	3 antennas on axisting self storage within matching architectural projection with associated equipment
	562-330-43	152 W 33rd	Sprint	CUP-2002-8
	12 panel anten	as mounted on exterior of se	elf-storage building	12 panel antenas mounted on exterior of self-storage building and painted to match; all equipment located inside of the

•	/ L-\$c0-ccc		10.00	
	3 antennas facade mounted		to existina hotel with associated equipmen	quipmen
	555-053-17		Metricom	CUP-2000-4
	Located atop Holiday Inn. Wi	loliday Inn. Wireless commu	nication facility with	reless communication facility with equipment cabinet.
	555-053-17	700 NCB	Skytel	CUP-2000-30
	Located atop H	lolidav Inn Hotel 8-foot whi	ip antenna, two 4x2	Located atop Holiday Inn Hotel 8-foot whip antenna, two 4x2-foot panel antennas, and one GPS antenna with two indoor
	equipment cabinets	inets.		
75	560-203-03	1800 National City Blvd	Nextel	CUP-2006-15
	15 panel antennas behindsor	nas behindscreen wall atop	existing car dealers	s behindscreen wall atop existing car dealership with associated equipment
92	561-360-35	1810 E 22nd	Cricket	2007-14 CUP
	3 antennas on	3 antennas on recration building at Las Palmas Park	mas Park	
	561-360-35	1820 E 22nd	Sprint-Nextel	CUP-2000-8
	Located in Las Palmas Park.	Palmas Park. Monopalm an	Monopalm and eautoment along with live palms.	with live palms.
78	560-143-36	1703 Hoover	Cleawire	2009-22 CUP
	9 antennas loca	9 antennas located on 3 different locations on industrial/warehouse building.	on industrial/wareh	nouse building. Each location will have 2 pannel antennas.
	Associated equ	Associated equiptment will be located in building	ilding	
62	559-160-33	700 Bay Marina Dr	Cleawire	2009-23 CUP
	9 antennas on	tower of Marina Gateway Pla	aza commercial bui	9 antennas on tower of Marina Gateway Plaza commercial building hidden behind parapet wall. 6-foot fall equiptrnant
	cabinent on roof below tower	of below tower will be mostly covered	covered	
80	560-151-20	142 E 16th	AT&T	2010-11 CUP
	6 panel antenn	as and RF transparent cupo	la atop National Cit	6 panel antennas and RF transparant cupola atop National City Ministry Church, as well as a 330 sq ft
	equipment/stor	age/trash enclosure on the g	ground. The 8-foot t	equipment/storage/trash enclosure on the ground. The 8-foot tall Cupola will have a cross afixed to it in order to appea
	as part of the church	hurch		
81	561-271-01	2005 Highland Ave	Plancom	2010-31 CUP
	12 antenas on a 43-foot mon		o-palm on eastern property line	
	561-271-01		T-Mobile	CUP-2003-4
	12 antennas on the roof of a	the roof of a Highland Aver	Highland Avenue office building	
	561-271-01	2005 Highland	Cingular	CUP-2006-2
	12 antennas or	₁ the roof of a Highland Aver	nue office building w	Highland Avenue office building with new cupola to match existing
82	563-184-47	563-184-47 2909 Shelby Dr		P95-025
	75-foot monope	75-foot monopole and equipment building.		
83	563-062-17	2524 Prospect St	AT&T	ZAP99-028
	35-foot monopalm with three		ınal antenna systen	sector directional antenna system and equipment cabinets.
85	564-310-32	3312 Bonita Heights Lane AT&T	пе АТ&Т	ZAP00-133
86	563-063-29	2563 Grove St	AT&T	MUP91-026W2

86	36 563-063-29 2563 Gro v	2563 Grove St	P91-026W
	Monopole located aside live	ed aside live palm in	Agi



CITY OF NATIONAL CITY - PLANNING DEPARTMENT 1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING CONDITIONAL USE PERMIT FOR A WIRELESS COMMUNICATIONS FACILITY TO BE LOCATED AT 116 NATIONAL CITY BLVD. CASE FILE NO.: 2015-15 CUP

APN: 555-020-14

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, September 14, 2015**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: PlanCom, Inc. for Verizon Wireless)

The applicant is proposing to construct a 50-foot tall artificial palm tree with 12 antennas, and a 364 square-foot equipment enclosure with emergency generator. The facility would be located behind the commercial building.

Information is available for review at the City's Planning Department, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Division on or before 12:00 p.m., **September 14, 2015**, who can be contacted at 619-336-4310 or planning@nationalcityca.gov

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DEPARTMENT

BRAD RAULSTON Executive Director



CITY OF NATIONAL CITY - PLANNING DEPARTMENT 1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF EXEMPTION

TO: County Clerk
County of San Diego
P.O. Box 1750
1600 Pacific Highway, Room 260
San Diego, CA 92112

Project Title: 2015-15 CUP

Project Location: 116 National City Blvd., National City, CA, 91950

Lead Agency: City of National City

Contact Person: Martin Reeder <u>Telephone Number</u>: (619) 336-4313

Description of Nature, Purpose and Beneficiaries of Project:

Conditional Use Permit for a wireless communications facility behind an existing commercial building in a developed commercial area. The project will increase signal strength and service area for Verizon Wireless customers.

Applicant:

Telephone Number:

(760) 587-3003

PlanCom, Inc. for Verizon Wireless 302 State Place Escondido, CA 92029

Exempt Status:

Categorical Exemption. Class 3 Section 15301 (Existing Facilities)

Reasons why project is exempt:

There is no possibility that the proposed use will have a significant impact on the environment since antennas will be screened by an artificial palm tree, which is proposed in an unused and separated area behind a commercial building. The proposal will not affect use of the property.

Date:

 \boxtimes

RESOLUTION NO. 2015-17

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA,
APPROVING A CONDITIONAL USE PERMIT FOR A
WIRELESS COMMUNICATIONS FACILITY
TO BE LOCATED AT 116 NATIONAL CITY BLVD.
APPLICANT: PLANCOM, INC. FOR VERIZON WIRELESS

CASE FILE NO. 2015-15 CUP APN: 555-020-14

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for a wireless communications facility to be located at 116 National City Blvd. at a duly advertised public hearings held on September 14, 2015, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2015-15 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on September 14, 2015, support the following findings:

- 1. That the proposed use is allowable within the applicable zoning district pursuant to a conditional use permit and complies with all other applicable provisions of the Land Use Code, since a wireless communications facility is a conditionally-permitted use in Development Zone 1A of the Downtown Specific Plan Area.
- 2. That the proposed use is consistent with the General Plan and any applicable specific plans, since Policy E-3.3 of the General Plan is to increase access to wireless internet connections, computers, and other forms of communication technology; and since wireless communications facilities are a conditionally-allowed use in Development Zone 1A of the Downtown Specific Plan Area.
- 3. That the site for the proposed use is adequate in size and shape, since the facility, including the faux palm tree and equipment shelter (364 square feet), can easily be accommodated on the 5,750 square-foot site, and will not affect surrounding existing uses.

- 4. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the volume and type of traffic generated by the proposed use, since the unmanned wireless communications facility requires only one to two visits each month for routine maintenance, which will have a negligible effect on the adjacent developed streets.
- 5. That the proposed use will not have an adverse effect upon adjacent or abutting properties, since the 50-foot artificial palm tree will adequately screen the twelve panel antennas, and since the equipment shelter will blend in with adjacent commercial development.
- 6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, since staff has already determined that the proposed use is categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

General

- 1. This Conditional Use Permit authorizes a wireless communications facility at 116 National City Blvd. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibits A and B dated 6/18/2015 Case File No. 2015-15 CUP. Any additional antennas or facilities must be in substantial conformance with the design for installation shown on these plans.
- 2. Before this Conditional Use Permit shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Conditional Use Permit. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Conditional Use Permit are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.
- 3. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.
- 4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

Building

- 5. Plans submitted for improvements must comply with the 2013 edition of the California Building, Electrical, Plumbing, Mechanical, Energy and Codes.
- 6. Call 800-227-2600 (Underground Service Alert) for mark out prior to any digging activities.
- 7. Television cable companies shall be notified a minimum of 48 hours prior to filling of cable trenches.
- 8. Exterior walls of accessible poles/walls to a height of not less than six feet shall be treated with a graffiti resistant coating subject to approval from the Building Official. Graffiti shall be removed within 24 hours of its observance.

Fire

- 9. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).
- 10. Emergency Generator Shutdown procedures shall be posted in a conspicuous area on the exterior of the emergency generator enclosure. The sign shall be clearly visible from the public right-of-way. If the power source is inside a building and cannot be seen from the public right-of-way, a sign shall be placed in a position that can be easily seen by emergency personnel on foot.
- 11. A 704 emergency placard shall be posted at the site. The Sign shall be clearly visible from the public right-of-way.
- 12. The National City Fire Department shall be involved with all fire inspections for this site. Rough inspections of all phases of work are required.

Engineering

- 13. The Priority Project Applicability checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Department. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.
- 14. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. If required, an approved SWPPP will be required prior to issuing of a construction permit.

Planning

- 15. All appropriate and required local, state and/or federal permits must be obtained prior to operation of the wireless communications facility.
- 16. Any equipment visible to the exterior of the facility, including cable chases/trays, shall be painted to match the surface on which it is mounted.

- 17. The permittee shall not object to co-locating additional facilities of other communication companies and sharing the project site, provided such shared use does not result in substantial technical or quality-of-service impairment for the permitted use. In the event a dispute arises with regard to co-locating with other existing or potential users, the City may require a third party technical study at the expense of either or both the applicant and the complaining user. This condition in no way obligates the City to approve any co-location proposal if it is determined by the City not to be desirable in a specific case.
- 18. The applicant or operator shall be responsible for the removal and disposal of any antennas, equipment or facilities that are abandoned, decommissioned, or become obsolete within six (6) months of discontinuance.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of September 14, 2015, by the following vote:

AYES: Baca, Bush, Flores, Alvarado, Dela Paz

NAYS: Garcia, Yamane

ABSENT: None

ABSTAIN: None

CHAIRPERSON

MAIN DIVISION (MCE) 116 NATIONAL CITY BOULEVARD NATIONAL CITY, CALIFORNIA 91950

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 18 AND 19 IN BLOCK 2 IN NATIONAL CITY, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 348, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 2, 1882.

ASSESSOR'S PARCEL NUMBER: 555-020-14

REGION: EDITION:

MAP/GRID #: 1289/H7

SAN DIEGO COUNTY

VICINITY MAP

NATIONAL CITY

CONSULTANT TEAM

CLIENTS REPRESENTATIVE:

302 STATE PLACE

ESCONDIDO, CALIFORNIA 92029 PHONE: (858) 603-2336 CONTACT: GREG MOORAD

ARCHITECT:

JEFFREY ROME & ASSOCIATES

131 INNOVATION DRIVE SUITE: 100

IRVINE. CALIFORNIA 92617 PHONE: (949) 760-3929 CONTACT: JEFFREY ROME

SURVEYOR:

A.J. KOLTAVARY CIVIL ENGINEERS

27 ORCHARD

LAKE FOREST, CALIFORNIA 92630 CONTACT: ANDREW KOLTAVARY PHONE: (714) 624-9027

DRIVING DIRECTIONS

DIRECTIONS FROM VERIZON WIRELESS OFFICE: HEAD SOUTHEAST TOWARD SAND CANYON TRAIL AND TURN RIGHT ONTO SAND CANYON AVENUE. TURN RIGHT TO MERGE ONTO I-405 SOUTH TOWARD SAN DIEGO. MERGE ONTO I-5 SOUTH AND FOLLOW I-5 SOUTH, KEEP LEFT AT THE FORK TO CONTINUE ON I-805 SOUTH, FOLLOW SIGNS FOR INTERSTATE 805 SOUTH, TAKE THE EXIT ONTO CA-15 SOUTH TOWARD CA-94 WEST/MARTIN LUTHER KING JR FREEWAY. TAKE THE 1-5 SOUTH EXIT ON THE LEFT TOWARD NATIONAL CITY/CHULA VISTA. KEEP RIGHT, FOLLOW SIGNS FOR MAIN STREET/NATIONAL CITY BOULEVARD. TURN LEFT ONTO MAIN STREET. WAIN STREET TURNS RIGHT AND BECOMES NATIONAL CITY BOULEVARD. DESTINATION WILL BE ON THE RIGHT.

PROJECT SUMMARY

VERIZON WIRELESS 15505 SAND CANYON AVENUE IRVINE, CALIFORNIA 92618

OWNER

RODOLFO AND MARIA NARVAEZ 116 NATIONAL CITY BOULEVARD NATIONAL CITY, CALIFORNIA 91950 PHONE: (619) 474-2898 CONTACT: RODOLFO NARVAEZ

PROJECT DESCRIPTION/SCOPE:

VERIZON WIRELESS PROPOSES TO CONSTRUCT, OPERATE AND MAINTAIN AN UNMANNED WIRELESS COMMUNICATIONS FACILITY THIS FACILITY WILL CONSIST OF THE FOLLOWING:

- (12) PROPOSED ANTENNAS MOUNTED ON (1) PROPOSED 50'-0" HIGH STEALTH ANTENNA STRUCTURE.
- (1) PROPOSED CUSTOM CMU EQUIPMENT BUILDING.
- (1) PROPOSED STAND-BY GENERATOR.
- (2) PROPOSED CONDENSERS.
- (2) PROPOSED RAYCAPS NEAR ANTENNAS.
- (2) PROPOSED RAYCAPS INSIDE VZW EQUIPMENT BUILDING.
- (12) PROPOSED RRU'S.
- PROPOSED UTILITY RUNS FOR TELEPHONE AND ELECTRICAL SERVICE.

OTHER ON-SITE TELECOM FACILITIES:

PROJECT ADDRESS:

ASSESSORS PARCEL NUMBER: 555-020-14

DOWNTOWN SPECIFIC PLAN-1A EXISTING ZONING:

PROPOSED EQUIPMENT AREA: 176 SQ. FT. PROPOSED GENERATOR AREA: 168 SQ. FT.

TOTAL GROUND STEALTH ANTENNA STRUCTURE AREA: 20 SQ. FT. TOTAL PROPOSED VZW LEASE AREA: 364 SQ. FT.

PROPOSED OCCUPANCY: N/A

EXISTING TYPE OF CONSTRUCTION: EXISTING OCCUPANCY: N/A

PROPOSED TYPE OF CONSTRUCTION:

JURISDICTION: CITY OF NATIONAL CITY

SHEET INDEX

- T-1 TITLE SHEET
- A-O SITE PLAN
- ENLARGED SITE PLAN
- A-1.1 ENLARGED FOUIPMENT PLAN A-1.2 ANTENNA PLAN AND ANTENNA SCHEDULE SPECIFICATIONS A-2 ELEVATIONS
- A-2.1 ELEVATIONS
- LS-1 SITE SURVEY (FOR REFERENCE ONLY) LS-2 SITE SURVEY (FOR REFERENCE ONLY)

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:

CALIFORNIA FIRE CODE, 2013 EDITION
CALIFORNIA BUILDING CODE, 2013 EDITION
CALIFORNIA PLUMBING CODE, 2013 EDITION
CALIFORNIA MECHANICAL CODE, 2013 EDITION
CALIFORNIA ELECTRICAL. CODE, 2013 EDITION
CALIFORNIA GREEN BUILDING CODE, 2013 EDITION

IN THE EVENT OF CONFLICT. THE MOST RESTRICTIVE CODE SHALL PREVAIL

ACCESSIBILITY DISCLAIMER

THIS PROJECT IS AN UNOCCUPIED WIRELESS PCS TELECOMMUNICATIONS FACILITY AND, ACCORDING TO WRITTEN INTERPRETATION FROM THE CALIFORNIA DEPARTMENT OF THE STATE ARCHITECT, IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.

SCALE

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY WHEN THESE DRAWINGS ARE PRINTED IN 24"X36" FORMAT. IF THIS DRAWING SET NOT 24"X36", THIS SET IS NOT TO SCALE.

Jeffrey Rome ASSOCIÁTES

architecture | telecommunications 131 Innovation Drive, Sulte 100 Irvine, California 92617 tel 949.760.3929 | fax 949.760.3931

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO VERIZON WIRELESS IS STRICTLY PROHIBITED.

PREPARED FOR



15505 SAND CANYON AVENUE



APPROVALS

CONSTRUCTION

WNFR APPROVAL

MAIN DIVISION (MCE)

116 NATIONAL CITY BOULEVARD NATIONAL CITY, CALIFORNIA 91950

05/08/15 PRELIM ZD'S (P1) 05/27/15 100% ZD'S (P2)

SHEET TITLE

TITLE SHEET

T-1

Jr:

Jeffrey **Rome** | ASSOCIATES

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PREPARED FOR



15505 SAND CANYON AVENUE IRVINE, CALIFORNIA 92618



APPROVALS

ZONING

CONSTRUCTION

SITE ACQUISITION

OWNER APPROVAL

SITE NAME

MAIN DIVISION (MCE)

116 NATIONAL CITY BOULEVARD NATIONAL CITY, CALIFORNIA 91950

DRAWING DATES

05/08/15 PRELIM ZD'S (P1)

05/27/15 100% ZD'S (P2)

SHEET TITLE

SITE PLAN

A-0

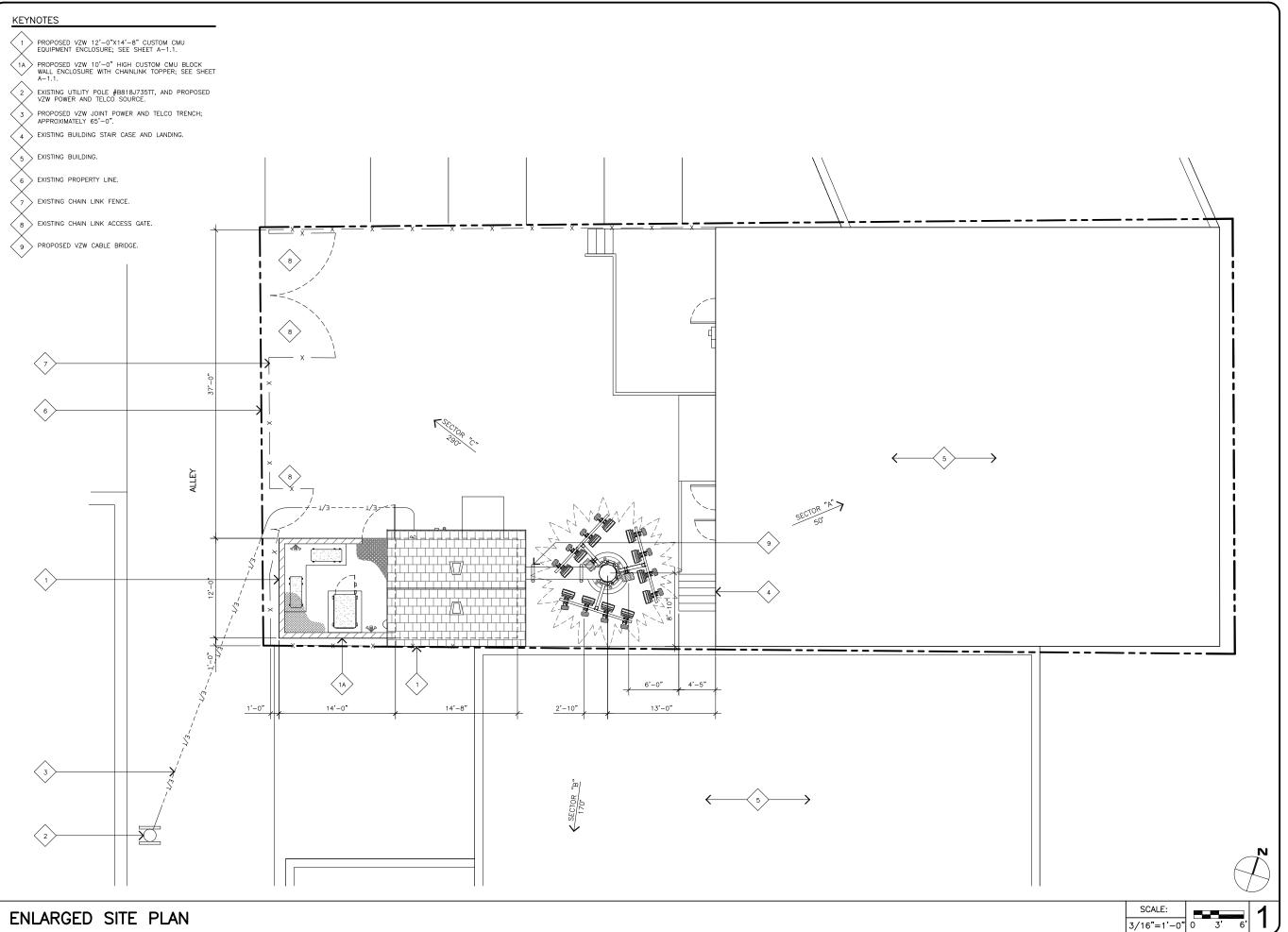
SCALE:

1"=30'

15' 30'

SITE PLAN

OD NIIMBED. 15069





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15505 SAND CANYON AVENUE IRVINE, CALIFORNIA 92618



APPROVALS

F

ZONING

CONSTRUCTION

SITE ACQUISITION

OWNER APPROVAL

SITE NAM

MAIN DIVISION (MCE)

116 NATIONAL CITY BOULEVARD NATIONAL CITY, CALIFORNIA 91950

DRAWING DATES
05/08/15 PRELIM ZD'S (P1)
05/27/15 100% ZD'S (P2)

SHEET TITLE

ENLARGED SITE PLAN

A-1

JRA JOB NUMBER: 1506

PROPOSED (1) 3" AND (1) 4" STUB-UPS FOR POWER AND TELCO.

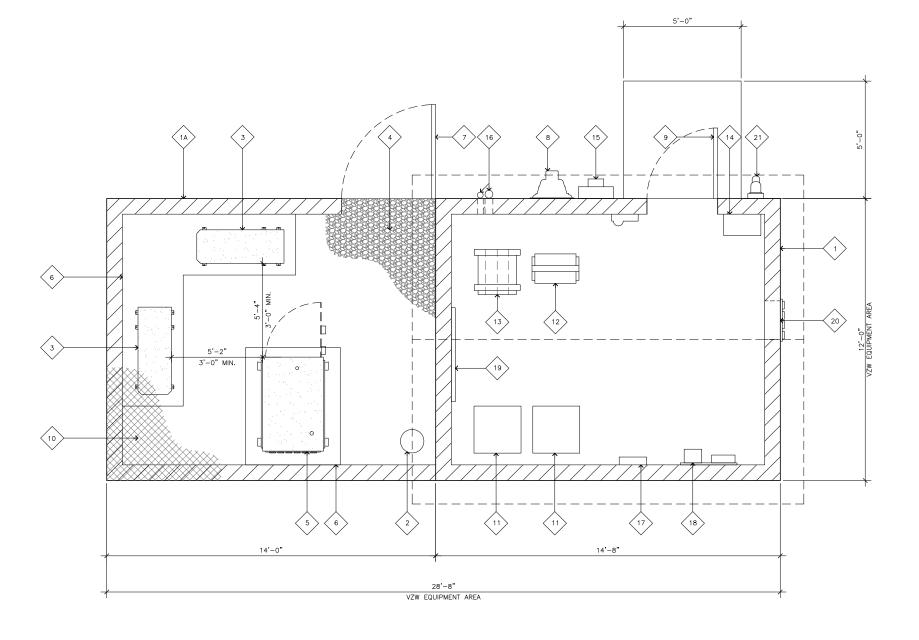
(17) PROPOSED VZW POWER PANEL, ABOVE.

(18) PROPOSED VZW (2) CATEGORY C TVSS.

20 PROPOSED VZW WAVEGUIDE ENTRY PORT.

21 PROPOSED VZW GENERATOR PLUG.

19 PROPOSED VZW TELCO BOARD.





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15505 SAND CANYON AVENUE IRVINE, CALIFORNIA 92618



APPROVALS

R.F.

ZONING

CONSTRUCTION

SITE ACQUISITION

OWNER APPROVAL

SITE NAM

MAIN DIVISION (MCE)

116 NATIONAL CITY BOULEVARD NATIONAL CITY, CALIFORNIA 91950

DRAWING DATES

05/08/15 PRELIM ZD'S (P1)

05/27/15 100% ZD'S (P2)

SHEET TITLE

ENLARGED EQUIPMENT PLAN

A-1.1

ENLARGED EQUIPMENT PLAN

SCALE: 1/2"=1'-0"



KATHREIN, INC. 800-10866

FREQUENCY (MHZ) 698 - 2690 14.1 dBd HORIZONTAL BW(*) 64 VERTICAL BW(*) 8.7 POLARIZATION SLANT ±45°

VSWR ≤1.5:1

SIZE:LXWXD(INCH/MM) 96.1X14.8X6.7/2441X377X169

CONNECTOR TYPE 6X7-16 DIN FEMALE (LONG NECK)

CONNECTOR LOCATION BOTTOM

ANTENNA SCHEDULE								
SECTOR	QUANTITY	AZIMUTH	PROPOSED ANTENNA SIZE	COAX	TOP OF ANTENNA	EST. COAX LENGTH	TX/RX	DNTLT.
ALPHA	4	50° DEGREES	8'-0"	7/8"/ HYBRID	47'-0"	60'-0"	TBD	0° DEGREES
BETA	4	170° DEGREES	8'-0"	7/8"/ HYBRID	47'-0"	60'-0"	TBD	0° DEGREES
GAMMA	4	290° DEGREES	8'-0"	7/8"/ HYBRID	47'-0"	60'-0"	TBD	0° DEGREES

ANTENNA SCHEDULE SPECIFICATIONS

SCALE: NONE

CONSTRUCTION

SITE ACQUISITION

OWNER APPROVAL

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PREPARED FOR

Verizon wireless 15505 SAND CANYON AVENUE IRVINE, CALIFORNIA 92618

APPROVALS

MAIN DIVISION (MCE)

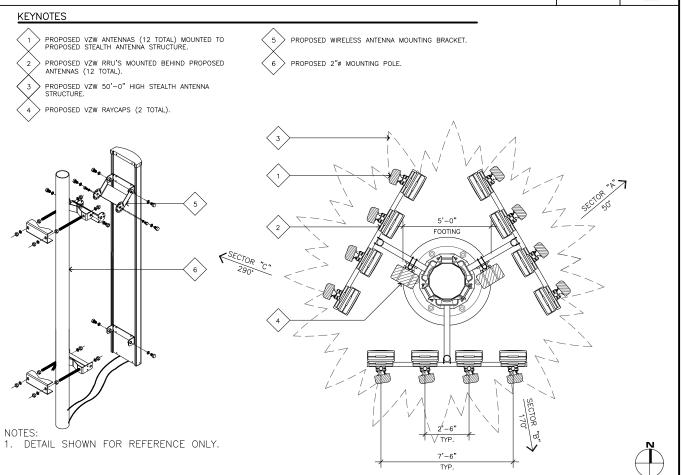
116 NATIONAL CITY BOULEVARD NATIONAL CITY, CALIFORNIA 91950

05/08/15 PRELIM ZD'S (P1) 05/27/15 100% ZD'S (P2)

SHEET TITLE

ANTENNA PLAN AND ANTENNA SCHEDULE SPECIFICATIONS

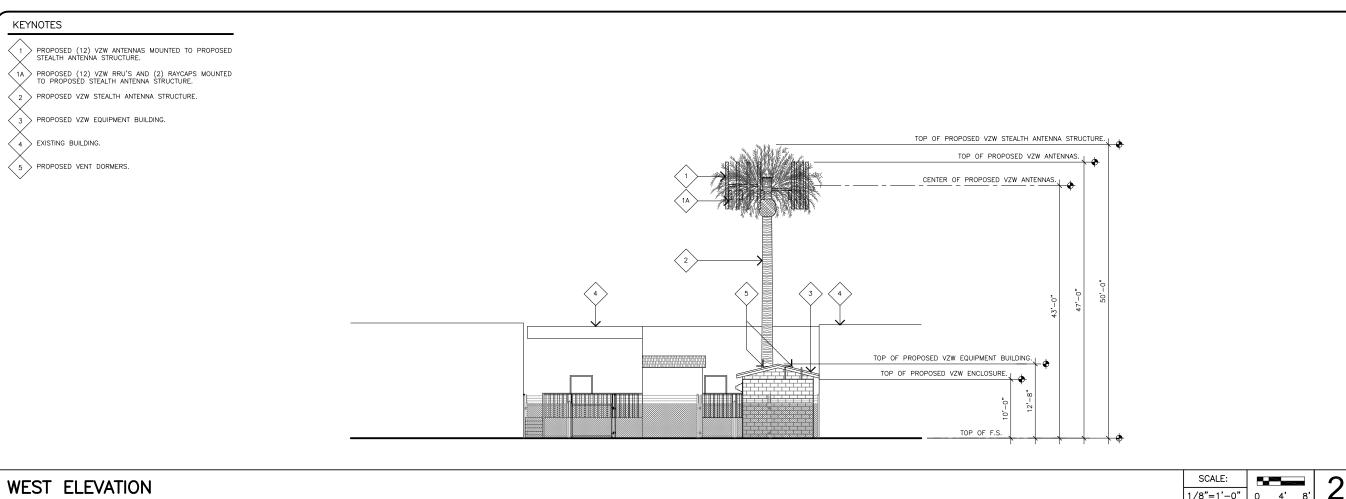
A-1.2



SCALE: NOT USED NONE

ANTENNA PLAN

SCALE: 3/8"=1'-0"



1/8"=1'-0" 0 4' 8'



PROPOSED (12) VZW ANTENNAS MOUNTED TO PROPOSED STEALTH ANTENNA STRUCTURE.

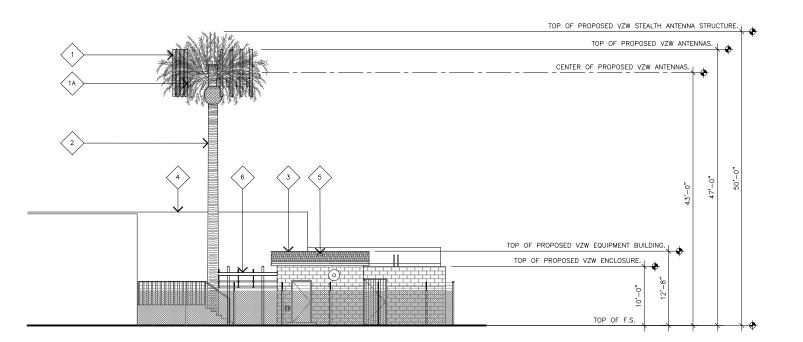
PROPOSED (12) VZW RRU'S AND (2) RAYCAPS MOUNTED TO PROPOSED STEALTH ANTENNA STRUCTURE.

PROPOSED VZW STEALTH ANTENNA STRUCTURE.

> PROPOSED VZW EQUIPMENT BUILDING.

4 EXISTING BUILDING, BEYOND. PROPOSED VENT DORMERS.

 $\left\langle _{6}\right
angle$ proposed vzw cable bridge.



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15505 SAND CANYON AVENUE IRVINE, CALIFORNIA 92618



APPROVALS

CONSTRUCTION

SITE ACQUISITION

OWNER APPROVAL

MAIN DIVISION (MCE)

116 NATIONAL CITY BOULEVARD NATIONAL CITY, CALIFORNIA 91950

05/08/15 PRELIM ZD'S (P1) 05/27/15 100% ZD'S (P2)

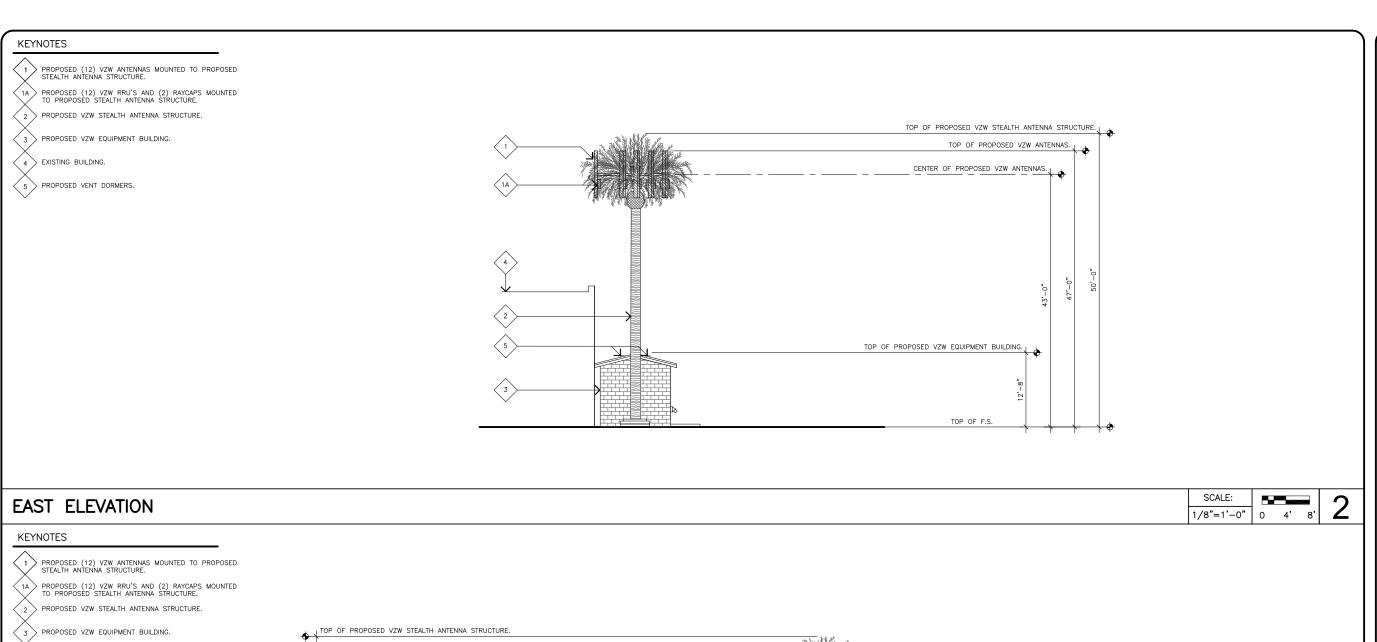
SHEET TITLE

ELEVATIONS

NORTH ELEVATION

SCALE: 1/8"=1'-0"

· · 0 4' 8'



TOP OF PROPOSED VZW ANTENNAS.

TOP OF PROPOSED VZW EQUIPMENT BUILDING.

TOP OF F.S.

CONSTRUCTION SITE ACQUISITION OWNER APPROVAL

SOUTH ELEVATION

4 EXISTING BUILDING.

 $\left\langle _{5}\right
angle$ proposed vzw cable bridge.

 $\left\langle 6 \right\rangle$ PROPOSED VENT DORMERS.

· · 1/8"=1'-0" 0 4' 8' A-2.1

MAIN DIVISION (MCE)

Jeffrey Rome

ASSOCIÁTES architecture | telecommunications

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PREPARED FOR

Verizon wireless

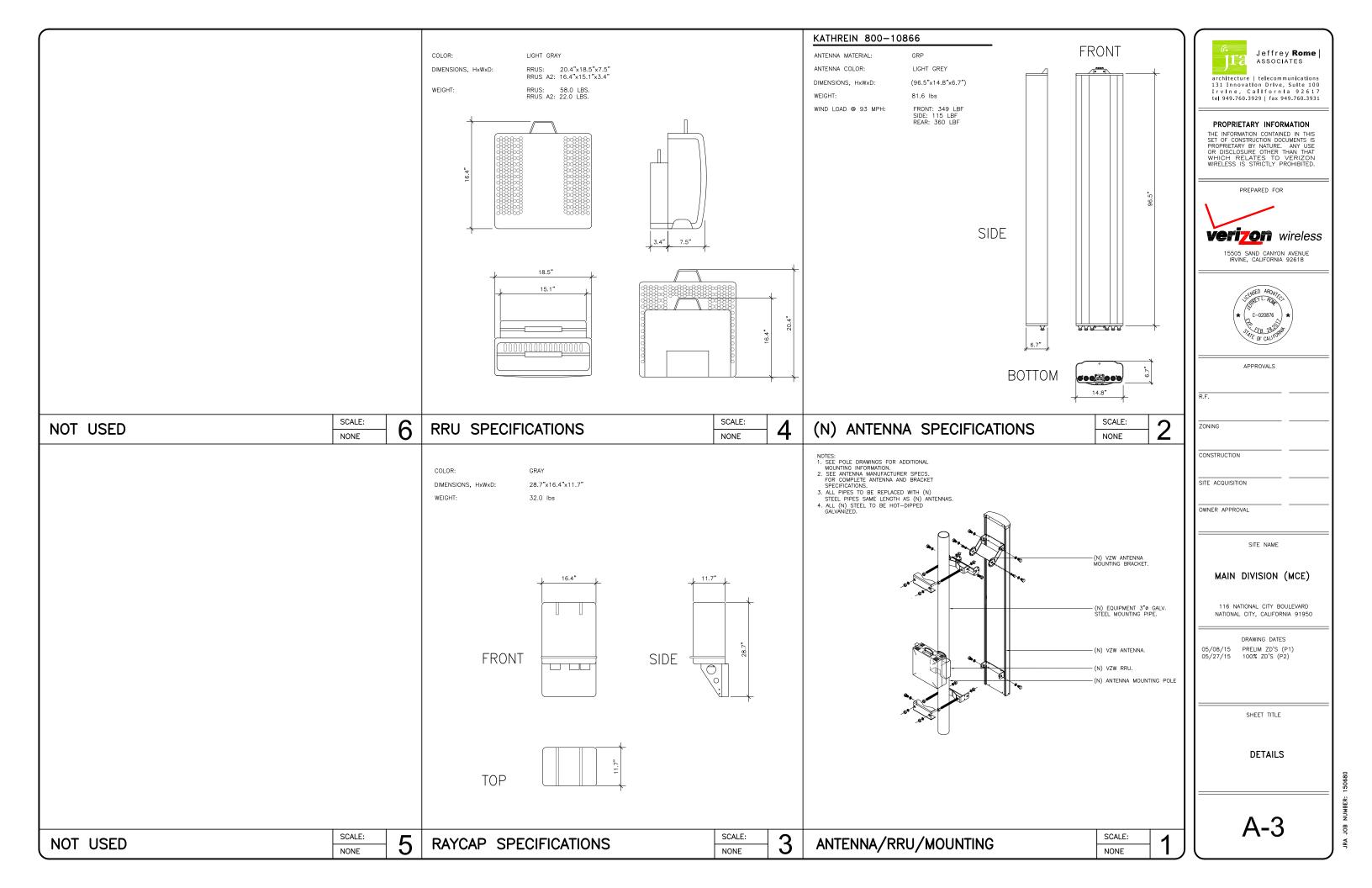
APPROVALS

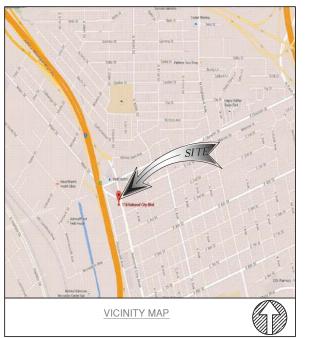
116 NATIONAL CITY BOULEVARD NATIONAL CITY, CALIFORNIA 91950

05/08/15 PRELIM ZD'S (P1) 05/27/15 100% ZD'S (P2)

SHEET TITLE

ELEVATIONS





LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 18 AND 19 IN BLOCK 2 IN NATIONAL CITY, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 348, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 2, 1882.

ASSESSOR'S PARCEL NUMBER: 555-020-14

SITE ADDRESS

116 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950 APN

555-020-14

RECORD OWNER

RODOLFO NARVAEZ AND MARIA C. NARVAEZ, HUSBAND AND WIFE AS JOINT TENANTS

A PRELIMINARY TITLE REPORT WAS PREPARED BY COMMONWEALTH LAND TITLE COMPANY FILE NO. 08024523 DATED JANUARY 15, 2015.

BASIS OF BEARING

THE STATE PLANE COORDINATE SYSTEM 1983 (NAD 83), CALIFORNIA ZONE 6.

BENCH MARK

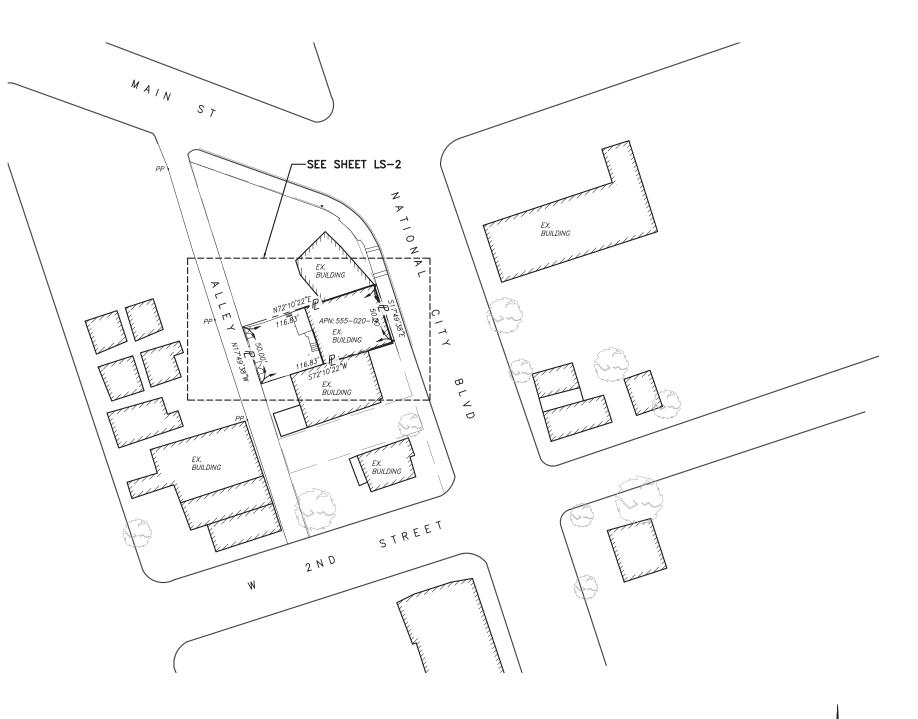
THE CALIFORNIA SPATIAL REFENCE CENTER CRTN "P475", ELEVATION = FEET (NAVD 88)

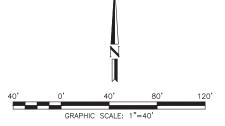
FLOOD ZONE

SITE IS LOCATED IN FLOOD ZONE "X" AS PER F.I.R.M. MAP NO. 06073C1911G EFFECTIVE MAY 16, 2012.

SCHEDULE B EXCEPTION

ITEMS A, B ARE TAXES RELATED
ITEMS C, D ARE LIENS RELATED
ITEM 1 IS RICHTS RELATED
ITEM 2 IS NOTICE RELATED
ITEM 3 IS DEED OF TRUST RELATED
ITEM 4 IS ASSIGNMENT RELATED
ITEM 5 IS EASEMENTS NOT DISCLOSED RELATED
ITEM 6 IS INTENTIONALLY DELETED
ITEM 7 IS RECORD RELATED







BOUNDARY DETAIL

Jeffrey Rome ASSOCIÁTES

architecture | telecommunications 131 Innovation Drive, Suite 100 Irvine, California 92617 tel 949.760.3929 | fax 949.760.3931

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PREPARED FOR



15505 SAND CANYON AVENUE IRVINE, CALIFORNIA 92618



APPROVALS

ZONING

CONSTRUCTION

SITE ACQUISITION

OWNER APPROVAL

SITE NAME

MAIN DIVISION

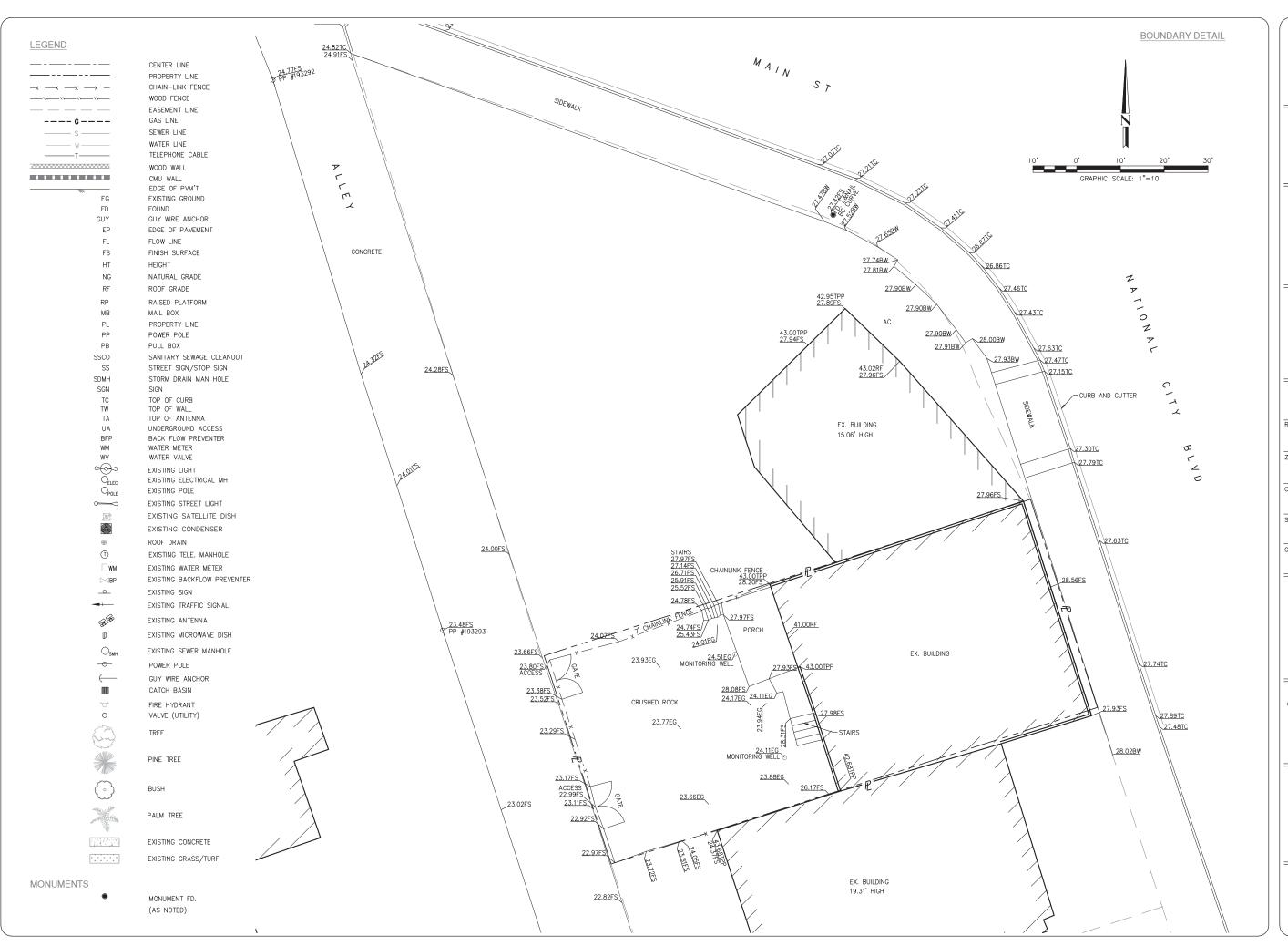
NARVAEZ PROPERTY 116 NATIONAL CITY BOULEVARD NATIONAL CITY, CA 91950

DRAWING DATES

04/13/15 PRELIMINARY SURVEY

SHEET TITLE

LS-1





Jeffrey Rome | ASSOCIATES

architecture | telecommunications 131 Innovation Drive, Suite 100 Irvine, California 92617 tel 949.760.3929 | fax 949.760.3931

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PREPARED FOR



15505 SAND CANYON AVENUE IRVINE, CALIFORNIA 92618



Δ	PP	$P \cap V$	/Δ Ι

₹.

ZONING

CONSTRUCTION

SITE ACQUISITION

OWNER APPROVAL

SITE NAME

MAIN DIVISION

NARVAEZ PROPERTY

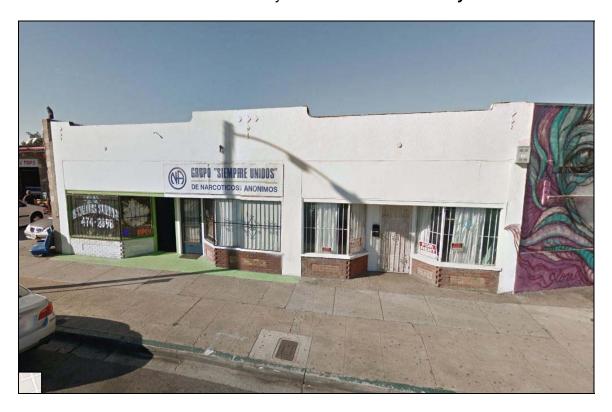
116 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

DRAWING DATES
04/13/15 PRELIMINARY SURVEY

SHEET TITLE

LS-2

2015-15 CUP - 116 National City Blvd. - Wireless Facility - Site Photos



Front of building looking west



Rear of building looking east



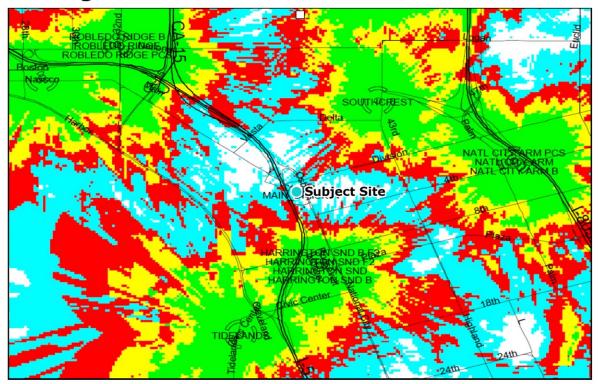


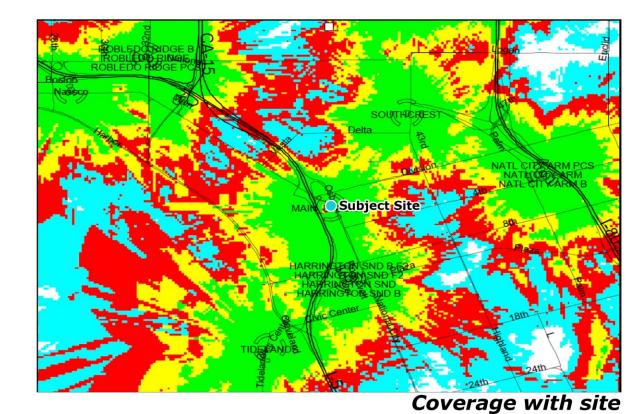






Coverage without site







The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - Pilipino History Day sponsored by National City Historical Society at Heritage Square, 900 Block of "A" Avenue on October 24, 2015 from 11 a.m. to 6 p.m. with a request of waiver of fees. (Neighborhood Services)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

COURCIL AGE	INDASTATEMENT
MEETING DATE: October 6, 2015	AGENDA ITEM NO.
	nsored by National City Historical Society at Heritage 2015 from 11 a.m. to 6 p.m. with a request of waiver
October 24, 2015. This event will feature Pilipino booths. This event requires a street closure of "A" Avenue	d volunteer security team and private security.
FINANCIAL STATEMENT: ACCOUNT NO.	APPROVED: Finance APPROVED: MIS
	TUP, \$615.52 for Public Works and \$200 for the Fire
STAFF RECOMMENDATION: Approve the Application for a Temporary Use Perlapproval with no waiver of fees.	

ATTACHMENTS:

N/A

BOARD / COMMISSION RECOMMENDATION:

Application for a Temporary Use Permit with recommended approvals and conditions of approval.

Type of Event: Public Concert Parade Demonstration Circus Motion Picture Grand Opening Other
Event Title: P11000 H1SDAU DAU Event Location: HP1HAGE OSA 1900 BKA AVE Event Date(s): From 10-24-15 Actual Event Hours: 11 AM to 6 PM
Total Anticipated Attendance:(((
Setup/assembly/construction Date: 10-21 Start time: PM
Please describe the scope of your setup/assembly work (specific details):
Can city supply 100 chaise no 15 todas
Dismantle Date: 10-21 Completion Time: AM
List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.
900 Blk A Ave Perchan Kuntual Mikeun
Sponsoring Organization: Nat CIM HISTORIAN SOC RILIAND PRES
Chief Officer of Organization (Name) Crows Marinolis
Applicant (Name): NCHS
Address: 976 A Aug
Deytime Phone: UNA 91241 Evening Phone: Same 107 > Mich
Fax E-Mail: JADY MACDIOLIC GM41 - COM
Contact Person "on site" day of the event: Some Cellular: 9624128
NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

Is your organization a "Tax Exempt, nonprofit" organization? YES NO
Are admission, entry, vendor or participant fees required? YES NO
If YES, please explain the purpose and provide amount(s):
\$ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.
\$Estimated Expenses for this event.
\$What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?
Please provide a DETAILED DESCRIPTION of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.
Pilipido Dancers Booths envotton History
2 Rostonarios Books display cop information
RNOWN TO the Plant
YES NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?
If NO, list any additional dealers involved in the sale:
10 Since of Cars
VES NO Does the event involve the sale or use of alcoholic beverages?
YES NO Will items or services be sold at the event? If yes, please describe:
- JOOD your restarains would restaint

YES NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.	
YES NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event. YES NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 15-22 Sizes 15-10 NOTE: A separate Fire Department permit is required for tents or canopies.	
YES NO Will the event involve the use of the City or your stage or PA system?	
In addition to the route map required above, please attach a diagram showing the overall layout and set-up locations for the following items:	
Alcoholic and Nonalcoholic Concession and/or Beer Garden areas. Food Concession and/or Food Preparation areas. Please describe how food will be served at the event: If you intend to cook food in the event area please specify the method: GASELECTRICCHARCOALOTHER (Specify): Portable and/or Permanent Toilet Facilities Ook LAP Cook Number of portable toilets:(1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event) Tables # and Chairs #	ng mand 2 port
Fencing, barriers and/or barricades Generator locations and/or source of electricity Canopies or tent locations (include tent/canopy dimensions) Booths, exhibits, displays or enclosures Scaffolding, bleachers, platforms, stages, grandstands or related structures Vehicles and/or trailers Other related event components not covered above Trash containers and dumpsters	
(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: Trash containers with lids: Describe your plan for clean-up and removal of waste and garbage during and after the event:	
Volumadous	

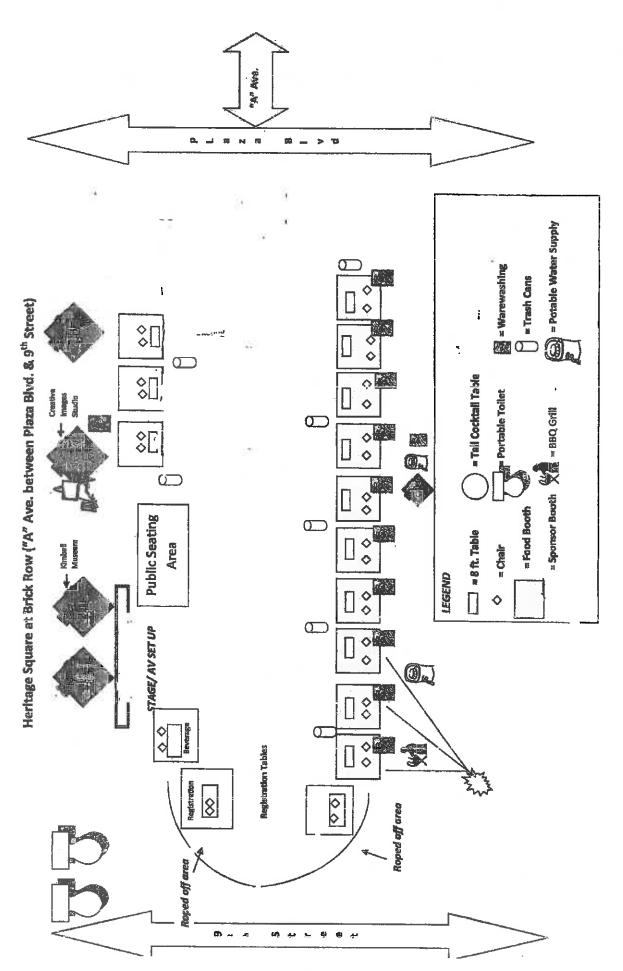
Please describe your procedures for both Crawd Control and Internal Security: Security: Volumber Watter Volumber 1
YES NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:
Security Organization: ASUS Idential Security
Security Organization Address:
Security Director (Name):Phone:
YES NO is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:
Please Indicate what arrangement you have made for providing First Aid Staffing and Equipment. Please describe your Accessibility Plan for access at your event by individuals with disabilities:
We med Atof legunomens
Please provide a detailed description of your PARKING plan:
Street public Overs Union Brik
Please describe your plan for DISABLED PARKING:
Please describe your plans to notify all residents, businesses and churches impacted by the event:
NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

YES NO Are there any musical entertainment features related to your event? If YES,
please state the number of stages, number of bands and type of music. Number
of Stages: Number of Bands:
Type of Music: Physips America
YES NO Will sound amplification be used? If YES, please indicate: Start time: AM Finish Time PM
YES NO Will sound checks be conducted prior to the event? If YES, please indicate:
Start time:PM Finish TimePM
Please describe the sound equipment that will be used for your event:
YES NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:
YES NO Any signs, banners, decorations, special lighting? If YES, please describe:
Simple Ano thus

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Hamless Agreement. Certificate of insurance must be attached to this permit. Organization Person in Charge of Activity Address Telephone Date(s) of Use HOLD HARMLESS AGREEMENT As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims. demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors. Signature of Applicant Official Title Date Puear dela Lanta For Office Use Only Certificate of Insurance Approved Date



CITY OF NATIONAL CITY NEIGHBORHOOD SERVICES DEPARTMENT APPLICATION FOR A TEMPORARY USE PERMIT RECOMMENDATIONS AND CONDITIONS

SPONSORING ORGANIZATION: National City Historical Society

EVENT: Pilipino History Day

DATE OF EVENT: October 24, 2015 TIME OF EVENT: 11 a.m. to 6 p.m.

APPROVALS:

CITY ATTORNEY YES [x] NO [] SEE CONDITIONS [x]	DEVELOPMENT SERVICES RISK MANAGER PUBLIC WORKS FINANCE FIRE COMMUNITY SERVICES POLICE	YES [x]	NO [] NO [] NO [] NO [] NO [] NO []	SEE CONDITIONS [x]
	CITY ATTORNEY	YES [X]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

Planning:

All activities shall conform to Title 12 (Noise) of the Municipal Code. Speaker used for sound amplification shall be oriented away from neighboring residential properties.

Engineering:

- 1) No TCP is required.
- 2) Install Temporary No Parking Signage throughout 900 block of A Ave at least 72 hours prior to event.
- 3) Emergency vehicle access shall be maintained at all times.

RISK MANAGER (619) 336-4370

Provide valid copy of insurance certificate naming the City of National City.

Provide Additional insured endorsement naming the City of National City as an additional named insured

PUBLIC WORKS (619)366-4580

Street Division:

- 1. Staff will post No Parking signs along affected streets before the event.
- 2. Staff will barricade affected streets and remove them at the conclusion of the event.
- 3. The cost to provide street personal support for this event is estimated to be \$385.52

Standard Hrs.	2 X	\$32.57	\$	65.14
No Parking sins	20 X	\$ 0.45	\$	9.00
Equipment	6 X	\$19.09	\$ 1	14.54
Barricades	4 X	\$ 0.35	\$	1.40
Overtime	4Χ	\$48.86	\$ 1	95.44
Total			\$ 3	85.52

Parks Division:

Organizers are responsible for clean up during and after the event.

Facilities Division:

Staff will deliver tables and chairs on 10/24/15 at 7:30 am. One Custodian 4 hours overtime. \$35.00 per hr. Total = \$140.00 100 Chairs and 15 tables Total = \$90

FINANCE

Finance will need a list of the food Vendors to verify that they do have a current business license with National City.

FIRE (619) 336-4550

THIS EVENT REQUIRES AN AFTER HOUR FIRE INSPECTION FEE AT THE COST OF \$200.00

Stipulations required by the Fire Department for this event are as follows:

- 1) Maintain Fire Department access at all times.
- 2) Means of egress shall not be obstructed in any manner and shall remain free of any material or matter where its presence would obstruct or render the means of egress hazardous.

- 3) Access for Fire Department shall be maintained at all times. At no time shall fire lanes, fire hydrants, fire protection systems of all types etc. be obstructed at any time. A minimum of 20 feet wide shall be maintained for the use of fire lanes.
- Provide 2A:10BC fire extinguishers in the food areas. Extinguisher to be mounted in a visible location between 3½ to 5 from the floor to the top of the extinguisher. Maximum travel distance from one extinguisher to another shall not be more than 75 feet travel distance. All fire extinguishers to have a current "State Fire Marshal Tag" attached. Please see attached example
- 5) Provide a 2A:10BC fire extinguisher at stage/band area. Extinguisher to be mounted in a visible location between 3½ to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance.
- 6) If tents or canopies are used, tents having an area in excess of 200square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking. Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable.

Canopies:

Tents:

7) Canopies (10x10's) can be grouped together and are not to exceed four in a group (400 square feet). A separation of 10 feet shall be required between groups of four (400 Square feet). If canopies grouped together exceed 400 square feet, a charge and permit will be required by the National City Fire Department prior to the event. Please contact the National City Fire Department for requirements.

- 8) Internal combustion power sources (Generator) that may be used for the event shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Fueling shall be performed prior to beginning of event.
- 9) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least 20 feet away from tents and people.
- 10) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" Only.
- 11) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas and grounds surrounding the event.
- 12) First Aid will be provided by organization

Note: Fees can only be waived by City Council.

COMMUNITY SERVICES:

Community Services has no involvement or comments for this event.

POLICE:

The organizer of the event is responsible for hiring 4 security guards for the entire event from the mentioned professional security company listed on the TUP (Presidential Security). If the security is armed please advise the Police Department before the security guards are deployed to the event. The security company has to provide their certification from BSIS to the City and all security guards have to be certified through BSIS. If the organizer cannot provided the required documentation for the security and/or wishes not to have the aforementioned security company and security guards present it is the recommendation of the police department to have two NCPD officers assigned to the event on an overtime basis and the cost of the officers will be paid by the organizer of the event.

CITY ATTORNEY:

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

The following page(s) contain the backup material for Agenda Item: Presentation requesting further direction from the Community Development Commission-Housing Authority of the City of National City's Board of Commissioners on entering into an Exclusive Negotiating Agreement with La Maestra Community Health Centers for th

CITY OF NATIONAL CITY, CALIFORNIA COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY COUNCIL AGENDA STATEMENT

MEETING DATE: October 6, 2015

AGENDA ITEM NO.

Presentation requesting further direction from the Community Development Commission-Housing Authority of the City of National City's Board of Commissioners on entering into an Exclusive Negotiating Agreement with La Maestra Community Health Centers for the development of a Housing Authority-owned 1.47 acre property located between Eta Street and Bucky Lane on Highland Avenue in National City.

PREPARED BY: Alfredo Ybarra, Director

DEPARTMENT: Housing, Grants, & Asset

Management

PHONE: 619-336-4279

EXPLANATION:

On February 24, 2015, La Maestra Community Health Centers ("La Maestra") presented a proposal to the Community Development Commission-Housing Authority of the City of National City ("Housing Authority") proposing to develop a mixed-use project on a vacant Housing Authority-owned site, also known as the Purple Cow ("Purple Cow"), on Highland Avenue. La Maestra also proposed to enter into a joint venture with the owners of the adjacent Park Villas Apartments to develop nearly an entire block facing North Highland Avenue. On May 19, 2015, staff introduced a conceptual plan to the Board of Commissioners ("Board"). The Board directed staff to return with additional information regarding the conceptual plan. On August 27, 2015, La Maestra submitted an updated proposal that included additional project information, estimated development costs, a conceptual site plan, and resumes of the development team. Staff is requesting further direction from the Board with regards to entering into an Exclusive Negotiation Agreement with La Maestra for the development of the Purple Cow.

FINANCIAL S	TATEMENT:	APPROVED:	Finance
N/A		APPROVED:	MIS
ACCOUNT NO	0.		
ENVIRONME	NTAL REVIEW:		
N/A			
ORDINANCE:	INTRODUCTION: FI	NAL ADOPTION:	
STAFF RECO	MMENDATION:		
		velopment of the Housing Authority-owned pr phland Avenue and also known as the Purple	
BOARD / CO	MMISSION RECOMMENDATION	ON:	
N/A			

ATTACHMENTS:

Attachment No. 1: La Maestra Community Health Centers Proposal dated August 27, 2015



August 26, 2015

LESLIE DEESE

City Manager City of National City 140 E. 12th Street National City, CA 91950

2015 AUG 27 PM1:26

Subject: LMCHC Proposal to Develop Purple Cow Site

Dear Ms. Deese:

La Maestra Community Health Centers is pleased to present our proposal to partner with the City of National City to develop a mixed-use project on the vacant City-owned site north of Eta Street on Highland Avenue (commonly referred to as the Purple Cow site). The members of the Board of Directors and management staff at La Maestra are committed to working with the City to clean up and develop the long vacant Purple Cow site. That property sits at the gateway into National City from the north. Development of the site and the adjacent property with medical, commercial and affordable multi-family housing will revitalize those properties and serve as a stimulus to revitalization of surrounding properties in National City and San Diego.

This location is special to our organization, as we have operated a Community Health Center near that site and want to continue to serve the residents of National City. However, we need more space and more parking, and there are no viable alternative locations in the vicinity. Development of a new Health Center on the Purple Cow site will allow us to expand our services and do an even better job for our clients and your residents.

We appreciate the support for the project voiced by the Mayor and Council Members, and by staff. As the development process and acquisition of subsidies for affordable housing take a significant amount of time, it is essential to move forward on development of the site as soon as possible.

La Maestra is fully committed to moving forward right now. In this regard, La Maestra is already expending funds, for a prize winning architectural firm, and for the initial members of our development consultant team. We have begun discussions with a lender for predevelopment funds that will allow us to bring on the full team of design, engineering, legal, financial and construction consultants.

The proposal information summary is as follows:

Project Concept

- ✓ Medical offices plus community serving uses.
- ✓ La Maestra Community Health Centers to occupy the medical offices.
- ✓ 63 affordable residential units.
- ✓ Residential units to be a mix of one, two and three bedrooms.
- ✓ Underground parking, substantially more than required.

Building Concept

- ✓ Medical clinic buildings will be three-stories with the majority of the space dedicated for patient care, plus space for administrative, classroom, meeting and other support uses.
- ✓ 18,800 square feet for medical clinic and related community serving uses.
- ✓ 64,316 square feet for the residential units and related facilities.
- ✓ All buildings will be three-stories over an underground parking garage.
- ✓ Proposed space and uses comply with all applicable development regulations; no deviations requested.

Financials

✓ Total project development costs = \$27,310,5000 (rounded).

Ground Lease

- ✓ Long-term ground lease.
- ✓ Lease not effective until the project is fully entitled and construction and permanent financing is secured.

In addition, we have been working closely with the partners of the adjacent Park Villas property, and have come to an agreement to enter into a joint venture development of that property for the purpose of providing a new child daycare center, and a 3-story building that will house the Park Villas property management offices, community serving uses including retail space, plus a potential site for a Fire Department emergency response substation. This joint venture will ensure that improvements to both properties are consistent in terms of height, bulk, architectural style and colors, and will include joint development and use of park recreation facilities. This will also allow a mixing of uses between properties, and potential combining of property management and security services.

Finally, we want to make special note of the fact that La Maestra has agreed to include a \$50,000 fee in the project budget to cover the cost of City staff and City consultants' oversight of this large development. We anticipate paying the first half of this fee upon approval of the Exclusive Negotiating Agreement, and the remainder at the start of construction.

We look forward to working with the City of National City on this exciting project. If you have any questions, please contact me at (619) 584-1612.

Sincerely,

Zara Marselian, MA, FACHE

President & Chief Executive Officer

Enclosure

ce: Mayor and Council; B. Raulston; A. Ybarra; C. Silva

La Maestra Residential, Medical & Commercial Mixed-Use Development Proposal

Property location:

Highland Avenue Between Delta and Eta Streets

Popularly known as:

The Purple Cow Site--former location of the Purple Cow Dairy

Property Owner:

National City Community Development Commission

Site Area:

1.47 acres, 64,033 square feet

General Plan Designation: Minor Mixed Use

Zone Classification:

MXC-1, Minor Mixed Use Corridor

Project Concept

La Maestra Family Clinic Inc. proposes to build a residential, medical and office mixed-use development on the National City-owned Purple Cow site located on Highland Avenue. The development will be the new location for the La Maestra Community Health Center-National City, a 16,200 square foot facility that will serve the South Region of San Diego County. The existing La Maestra Community Health Center in National City is a smaller facility located at 217 Highland Avenue. A strong focus of La Maestra's work has been service to diverse, lowincome populations including veterans and their families, as well as refugees, immigrants and other underserved special populations. The new clinic will continue and expand that effort.

Many of La Maestra's clients, veterans and others, have been impacted by the severe shortage of affordable housing in the region. Affordable housing will be the predominant use in this development. There will be 63 apartments for individuals and families with incomes from 30% to 60% of the Area Median Income, with a priority on veterans and their families along with other underserved special populations.

Development of the Purple Cow site will be coordinated with development on the adjacent vacant property to the south, owned by Park Villas Apartments. That property will be developed through a separate Joint Venture between La Maestra and Park Villas Apartments, with La Maestra as the Managing General Partner. Space will be developed on that site for Park Villas' property management office, a new location for their child daycare center, and other community serving uses that could include an emergency response unit of the Fire Department.

Site Development Concept

Commercial Development along Highland Avenue

The full development on both sites will be comprised of three 3-story buildings along Highland Avenue, plus a 1-story daycare building on Eta Street. The three buildings will have a total of 30,200 square feet of space (18,800 square feet in the two commercial buildings on the Purple Cow site). The Community Health Center will occupy the entire northernmost building on Highland Avenue, with additional medical and non-medical services provided by La Maestra in the middle building, approximately 16,200 square feet of space. In addition to medical space, the middle building will include 2,600 square feet of community serving office space.

Each of La Maestra's health center sites offers a comprehensive range of culturally and linguistically-appropriate services including preventive care, treatment, chronic disease management and essential support services to the diverse, low income, uninsured and underinsured patients who have chosen La Maestra as their health home.

An array of healthcare services will be provided in the new health center, including: outpatient primary care for all ages, OB/Gyn, immunizations, laboratory, pharmacy, dental, vision, mental/behavioral health services (including for PTSD and substance abuse), digital radiology, chronic disease management and care coordination. Health education, eligibility assistance in applying for Medi-Cal, CalFresh, and other programs, access to nutritious food, physical rehabilitation services and a fitness center will also help patients to improve their health.

Each of La Maestra's health centers, including this new site, also offer interpretation, transportation, legal and social advocacy services along with job training and placement, computer classes, financial literacy and small business development services.

The third and southernmost building will house the Park Villas Apartments property management office, and a variety of community-serving office and retail uses. The Park Villas daycare center will move out of apartment space and into a new 4,000 square foot building, freeing up more affordable apartments to rent.

Residential Development

On the east side of the Community Health Center buildings will be the residential structures, 3-story apartment buildings built over a single level of underground parking. The residential component will include 63 apartments in a mix of 1, 2, and 3-bedroom units affordable to individuals and families with incomes from 30% to 60% of the Area Median Income.

The development will have 18 one-bedroom units, 21 two-bedroom units, and 24 three-bedroom units. The 63 apartments and related facilities, including the management office, maintenance room, community room including kitchen facilities, computer center, library, and services offices, will total approximately 64,316 square feet, for a total development of 83,116 square feet. The maximum residential density allowed in the MXC-1 zone is 48 units per acre. With the affordable housing density bonus, 95 units are allowed on the 1.47-acre Purple Cow site. The focus of this development is creating a positive living environment rather than maximizing density.

Parking

All parking for tenants, staff and visitors on the Purple Cow site will be in the single level of underground parking. Tenants, staff and visitors on the Park Villas property will use a surface parking lot.

Project Subsidies

As with all affordable housing developments, this project will require a mix of tax credits, grants, loans, and local contributions to finance the development. The primary source of subsidies will be Federal Low Income Housing Tax Credits, allocated through the State. Grants are available for construction of affordable housing through the State of California's Prop 41 Veterans Housing Funds. A significant local government contribution is required for a competitive Low Income Housing Tax Credit application. This can be accomplished by a City contribution of the Purple Cow property to this project through a long-term lease, with payment to the City from residual receipts. In this way, the City keeps ownership of the land, and receives full payment over time. A portion of the land value can also be counted toward a New Markets Tax Credit project equity contribution for the commercial portion of the development.

Preliminary Site Development Plan

See included site plan maps.

Financial Summary:

Residential Costs			20,049,135
Sources:	Bank Lender Equity-City's Ground Lease Value* Tax Credit Equity Prop 41 Veterans Housing Funds Fed Home Loan Bank Afford Hsg Prog CEC Rebate on Photo Voltaic System	\$ \$^	2,520,702 2,003,328 12,065,105 2,560,000 600,000 300,000
Financial Summary: Medical & Office Costs (Purple Cow Site Only)		\$	7,261,334
Sources:	Bank Leverage Lender New Markets Tax Credits Loan/Equity Equity-City's Ground Lease Value* Owner's Cash Contribution Grant Funds - Medical Facilities		4,109,932 1,703,402 573,000 250,000 625,000
Total Development Cost, Purple Cow site:			27,310,469
Projected Development Cost, Park Villas site:			7,032,222

Notes:

* La Maestra proposes a long-term residual receipts ground lease, with the City of National City contributing the land to the project for the 55-year restricted housing affordability period, while retaining long-term ownership. Current estimated value of the land is \$40.00 per square foot.

Development Team

La Maestra's main location is a three-story, 36,440 square foot, Gold Level LEED-certified Community Health Center located in City Heights in Central San Diego. La Maestra was the owner-builder of that facility. In addition, La Maestra has experience leasing and outfitting medical clinic space, as it currently operates three satellite community medical centers, five dental clinics, and four school-based clinics. To assist with the development of the new medical space, the additional commercial space, and the affordable housing component, La Maestra brought in a core team of experienced housing and commercial development specialists, two of whom were involved in the development of its main medical center on Fairmount Avenue in City Heights, the development of the adjacent senior apartment project, and the mixed-use commercial and family apartment building.

The core team members and a summary of experience follows:

Charles Davis, Urban West Development

Mr. Davis is the principal of Urban West Development, which was founded in 1996 specializing in supporting owners, investors and non-profits with the development of real estate. Charles has been in involved in over 800 million dollars in development and construction. His experience

includes the management of housing, retail, industrial, environmental and commercial projects from acquisition, planning, development, construction and operations. He has over 35 years of experience in community and real estate development which includes feasibility analysis, project budgeting, site selection and acquisition, project consultant/contractor selection and coordination, project monitoring and cost controls, scheduling, change orders management, submittal and pay application systems administrations and project financing.

His expertise also includes government agency negotiations, regulatory compliance and enforcement and the development, construction and asset management of affordable housing, multi-family housing, senior housing, single family tracts, condominiums and commercial/retail centers. He has served as Director of Project Development for Jacobs Center for Neighborhood Innovation, Development Consultant to Price Charities in City Heights, Community Development Officer of the Gasiamp Quarter Association in San Diego, Director of Development at Landgrant Development, and partner in the firms of Thompson and Associates and Robinson Development.

Charles attended the University of California at Los Angeles School of Engineering and has a Business degree from the University of Redlands. He also studied and completed the Community Economic Development Program at San Diego State University. He is a Licensed California General Building Contractor and is a Member of the Construction Management Association of America.

Richard Juarez, Urban West Development Consultants

Richard Juarez has been involved in inner-city community development in various capacities for over 35 years. His real estate development services included site assessment, concept and financial feasibility analysis, project budgeting and scheduling, entitlement permit processing, site planning and building design concepts, and presentations to area planning committees, Redevelopment PACs, Planning Commission, and City Council. His client list includes Price Charities, Jacobs Center for Neighborhood Innovation, Urban League, Community Housing Works, City Heights CDC, and Southeastern Economic Development Corporation.

He assisted Price Charities with master planning of a full block development at 39th and University Avenue that included a four-story office and retail building housing a one-stop job training center and child care center, a four-story 120-unit low-income apartment development for seniors and families, and a joint-use parking garage built on the adjacent parcel. A second multi-project development, located between 43rd Street and Fairmount at University Avenue, included 88 market rate family apartments over ground floor retail, 150 apartments for low-income seniors, and a three-story La Maestra Community Health Center.

As Vice President for Housing and Economic Development at MAAC Project, Juarez coordinated the development and construction of 400 award winning low-income apartments: Mercado Apartments in Barrio Logan, Laurel Tree Apartments in Carlsbad, and San Martin de Porres in Spring Valley. He managed the acquisition and rehabilitation of the 300-unit President John Adams Manor apartments in San Diego, utilizing tax credits and bond financing. Mr. Juarez earned a Master of City and Regional Planning degree from The Catholic University of America, School of Architecture and Planning, in Washington D.C. and a Bachelor of Arts degree in Economics from San Diego State University.

Robert P. Ito, Ito Girard and Associates

Mr. Ito has over 40 years in nonprofit leadership experience in San Diego County. His skill sets include: advocacy, fundraising, strategic planning and building relationships. He is the former Chair of the San Diego Workforce Advancement Committee, and served on the Workforce Investment Board. Mr. Ito is the former CEO of Occupational Training Services and the San Diego Community Housing Corporation, both non-profit public benefit corporations dedicated to job training and affordable housing. Robert is a native San Diegan with a wealth of connections to community organizations and civic leaders.

Career Highlights:

30,000 jobs for low income San Diegans

Administered \$30 million in Federal, State, and Local funds
Developed 1,100 affordable rental units providing housing for 3,500 people
Developed and sold 100 homes to low and moderate income first time homebuyers

WORK EXPERIENCE

2004 - Present CEO, Ito Girard & Associates, an urban infill real estate development and a capacity building consultant/advisor to nonprofits

2012 - Present Chief Development Officer, Aqual Corp, minority owned general contractor firm

1990 - 2004 CEO, Occupational Training Services

1994 - 2004 CEO, San Diego Community Housing Corporation

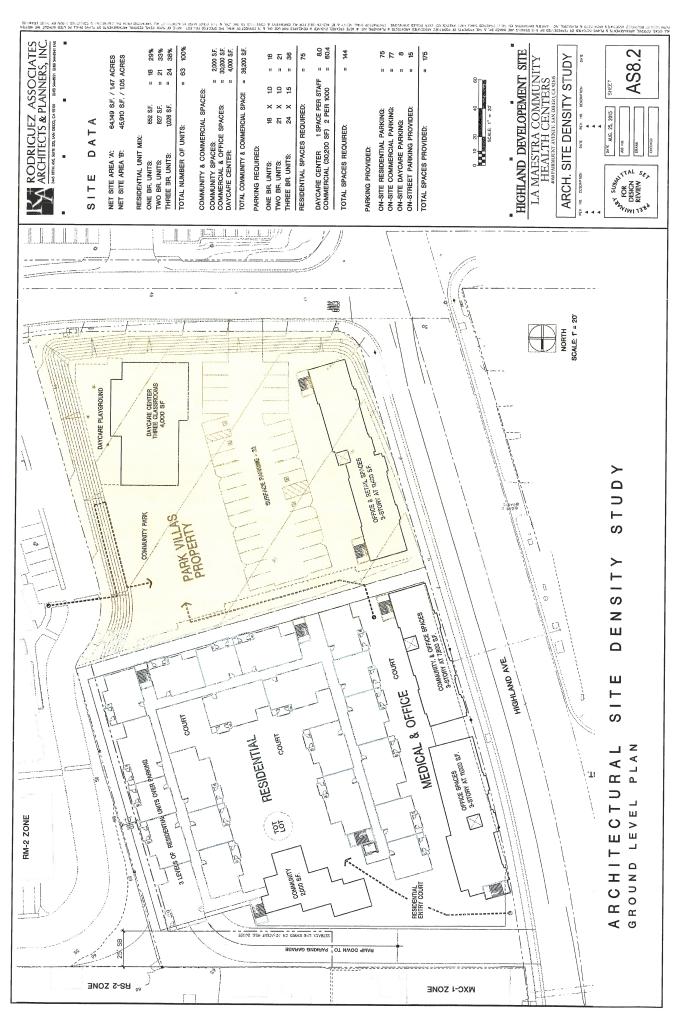
1982 - 1988 President, Occupational Training Services

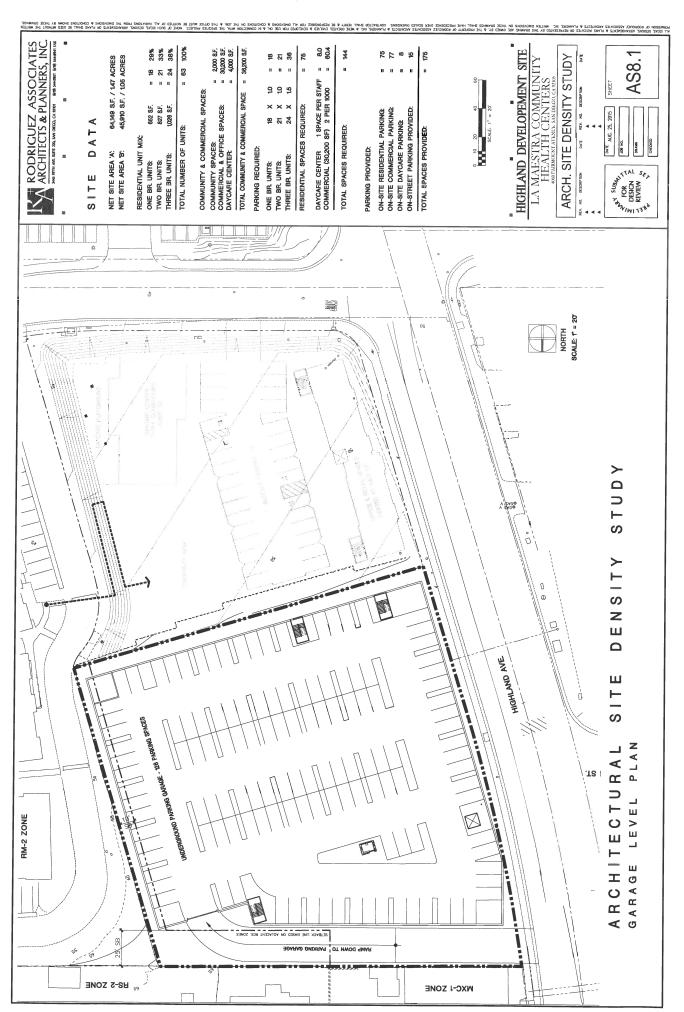
1976 - 1982 Deputy Program Administrator, San Diego Workforce Partnership

1974 - 1975 Executive Director, Occupational Training Services

EDUCATION

- · BA, Sociology, United States International University
- MA, Social Work, San Diego State University
- Turner School of Construction Management Certificate
- Strategic Growth Planning for Entrepreneurs Certificate





The following page(s) contain the backup material for Agenda Item: OpenGov Implementation. (Finance)

Item # 10/06/15

OPENGOV IMPLEMENTATION

(FINANCE)

The following page(s) contain the backup material for Agenda Item: Contract Management Implementation. (Finance)

Item	#	
10/0	6/	15

CONTRACT MANAGEMENT IMPLEMENTATION

(FINANCE)

The following page(s) contain the backup material for Agenda Item: Cartegraph Implementation. (MIS)

Item	#	
10/0	6/	15

CARTEGRAPH IMPLEMENTATION

MIS

The following page(s) contain the backup material for Agenda Item: El Nino Storm Readiness - Staff Update. (Fire & Engineering/Public Works)

Item	#	
10/0	6/	15

EL NIÑO STORM READINESS – STAFF UPDATE

Fire & Engineering / Public Works